

PORT AND HARBOR ADVISORY COMMISSION

Regular Meeting

Wednesday,
July 22, 2015



6:00 P.M.
City Hall Council Chambers
491 E. Pioneer Ave.
Homer, AK 99603



**NOTICE OF MEETING
REGULAR MEETING AGENDA**

- 1. CALL TO ORDER**
- 2. APPROVAL OF THE AGENDA**
- 3. PUBLIC COMMENT REGARDING ITEMS ON THE AGENDA**
- 4. RECONSIDERATION**
- 5. APPROVAL OF MINUTES**
 - A. June 24, 2015 Regular Meeting Minutes **Page 5**
- 6. VISITORS/PRESENTATIONS (10 minutes each)**
- 7. STAFF & COUNCIL REPORT/COMMITTEE REPORTS/ BOROUGH REPORTS**
 - A. Port and Harbor Director's Report for July 2015 **Page 15**
 - B. Letter from City Manager Re: Closing the Gap: Town Hall Meeting **Page 17**
- 8. PUBLIC HEARING**
- 9. PENDING BUSINESS**
 - A. Harbor Rate Increase Proposal **Page 19**
 - i. Draft Resolution 15-0XX(S) and Resolution 06-100
 - B. Old Harbor Office Repurposing **Page 23**
- 10. NEW BUSINESS**
 - A. Homer Marine Repair Facility **Page 25**
 - i. Memo to Port & Harbor Commission from Port Director/Harbormaster Re: City of Homer's Marine Repair Facility Review of BMP's dated July 15, 2015
 - a. Homer Marine Repair Facility BMP's **Page 27**
- 11. INFORMATIONAL ITEMS**
 - A. Monthly Statistical & Performance Report **Page 55**
 - B. Weekly Crane and Ice Report **Page 57**
 - C. Deep Water Dock Report **Page 59**
 - D. Pioneer Dock Report & Ferry Landings Report **Page 63**
 - E. Water Usage Report **Page 65**
 - F. Alaska Dispatch News Articles Re: Abandoned & Derelict Vessels in Alaska dated July 4, 2015 **Page 67**
 - G. 2015 Council Meeting Attendance **Page 75**
- 12. COMMENTS OF THE AUDIENCE**
- 13. COMMENTS OF THE CITY STAFF**
- 14. COMMENTS OF THE COUNCILMEMBER (If one is assigned)**
- 15. COMMENTS OF THE CHAIR**
- 16. COMMENTS OF THE COMMISSION**
- 17. ADJOURNMENT/NEXT REGULAR MEETING IS SCHEDULED FOR WEDNESDAY, AUGUST 26, 2015 at 6:00 p.m. in the City Hall Cowles Council Chambers located at 491 E. Pioneer Ave, Homer, Alaska.**

Session 15-07, a Regular Meeting of the Port and Harbor Advisory Commission was called to order by Chair Ulmer at 6:00 p.m. on June 24, 2015 at the City Hall Cowles Council Chambers located at 491 E. Pioneer Avenue, Homer, Alaska.

PRESENT: COMMISSIONER CARROLL, DONICH, HARTLEY, HOWARD, ULMER, ZIMMERMAN

ABSENT: STOCKBURGER

STAFF: HARBORMASTER HAWKINS
DEPUTY CITY CLERK JACOBSEN

APPROVAL OF THE AGENDA

Chair Ulmer called for a motion to approve the agenda.

HOWARD /HARTLEY MOVED FOR APPROVAL OF THE AGENDA AS PREPARED

There was no discussion.

VOTE: NON OBJECTION: UNANIMOUS CONSENT

Motion carried.

PUBLIC COMMENT REGARDING ITEMS ON THE AGENDA

RECONSIDERATION

APPROVAL OF MINUTES

A. May 27, 2015 Regular Meeting Minutes

HARTLEY/ZIMMERMAN MOVED TO APPROVE THE MINUTES OF MAY 27TH.

There was no discussion.

VOTE: NON OBJECTION: UNANIMOUS CONSENT

Motion carried.

VISITORS/PRESENTATIONS

A. Miranda Weiss and Gart Curtis with the Boat House Committee- Repurposing Old Harbor Office Site as Maritime Pavilion

Miranda Weiss and Gart Curtis talked to the Commission about a proposal to build a pavilion at the location of the old Harbormaster's building. They showed photos of the pavilion near the Seldovia

harbor and talked about how it would benefit people who are waiting for boats, getting out of the weather, or just sitting and watching the goings on around the spit and harbor.

Ms. Weiss added her experience with the Homer Playground Project at Karen Hornaday Park and their fundraising efforts to raise money for the park improvements with a lot of help from community members. She explained how this improvement at the site gives an opportunity to extend the vision of the improvement efforts that have already taken place all around the harbor. It's a great spot that is centrally located and a community gathering space seems to be a logical use for the area.

In response to questions from the group, Ms. Weiss said after talking to the builder of the Seldovia pavilion, they are roughly estimating around \$210,000. She noted that a lot of private funds were used for the park project and some from the city as well, and they would follow a similar path for this project.

There was discussion that the Commission talked about using the area for parking. Mr. Curtis commented about his experience in working out there that if you're one of the lucky ones to get there early you can get a close spot to park, and if not you park a little farther down and spend a couple extra minutes walking. People sitting at the pavilion watching life will enjoy the space more than some empty cars.

STAFF & COUNCIL REPORT/COMMITTEE REPORTS/ BOROUGH REPORTS

A. Port and Harbor Director's Report for June 2015

Harbormaster Hawkins reviewed his staff report.

PUBLIC HEARING

A. Draft Resolution 15-0xx Amending Terminal Tariff and Annual Moorage Rates i. Written Public Comment – Rex Murphy

Greg Sutter, non resident and charter business operator, commented that he supports the substitute resolution and achieving balanced rates. If he were to rent a warehouse he would be charged by the square footage. He asked the Commission keep that in mind when they make their decision.

Holly Van Pelt, city resident and small boat owner, commented on behalf of herself and her husband, Rex Murphy. She read their letter that was provided in the meeting packet. They support a graduated rate method for annual moorage fees and adopting the substitute draft resolution.

Ron Hurley, charter business operator, echoes and agrees with the previous comments and supports the substitute draft resolution.

Gart Curtis, city resident and small boat owner, supports the graduated rates. Paying more for more area makes sense. In the 90's he had a boat in Friday Harbor, WA and his rates were higher then, than they are in Homer today. As far as tariffs go, he added that they consider a permit for trailer parking. It would help him considerably to be able to leave his trailer out there and would be happy to pay for

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the service. He thinks the money raised from annual trailer occupancy would be beneficial. He encouraged considering other ways of generating revenue.

There was brief discussion between Mr. Curtis and the Commissioners about the cost and challenges of storing his trailer off site.

Greg Northover, charter boat operator, he agrees with the other comments and thinks it's a good idea.

Commissioner Carroll queried Mr. Northover about the size of his boat and said that his rate would be higher. Commissioner Howard explained that the rates haven't been determined yet and with successful passage of the substitute resolution the graduated rate structure will be developed for October 2016.

Glenn Seaman, city resident and harbor user, comment that he recently became aware of the consultant's work and recommendations, and was surprised to learn that all the vessels are charged the same amount per foot for moorage and use of their space. He agrees with the comments before him and a graduated scale would be more equitable and that vessel owners should pay for the space they use. He thinks the substitute draft resolution opens the door to have the discussion. He thinks most users don't realize everyone pays the same rate per foot and in a way we may be subsidizing some of the larger boats, and hopes they can information out to all the users for more input. He voiced his appreciation for harbor staff and the improvements that are happening now.

Jessie Nelson, commercial fisherman, expressed her surprise that we're here again while everyone is out fishing. She doesn't blame the people who are here and want the graduated rate because according to the proposal their rates go down by 15% and everyone else's will go up. You're trying to increase the reserves, but lowering the rate on a bunch of boats. There is a comment in the proposal that the harbor would make more money if the entire harbor was small boats. She suggests they might make more than they think because there wouldn't need for harbor staff because it would be empty in the winter time. You could take out the fish docks and cranes because there wouldn't be any big boats here. The marine trades would go away, and the city wouldn't like that because they would lose sales tax. People need to keep in mind that many boats use the fingers to load and unload at the bottoms of the ramps. This one rate for everyone doesn't mean we all pay the same dollar amount. The big boats pay more dollars for the boat length. When you have a different rate for the vessels it leave room for hanky pank and special deals for certain people. An across the board rate is equal and everyone has been happy until this was brought up because it's not divisive. She doesn't think the Commission wants to be the beginning of the divisiveness.

Jean Carroll, city resident, commented her husband, who is currently a Commissioner, is a commercial fisherman and has had a boat here over 48 years. She's most upset that after having attended meetings all winter to understand what is going on and hearing all the opposition from the commercial fishing community. The public here tonight hasn't heard that. She said opposition is all gone fishing and don't make this decision in the summer and wait for them to get back to hear what they have to say. It isn't fair. When the moorage rate gets as high as her insurance rate, she will find somewhere else to go.

Commissioner Donich pointed out that in winter the small boat users are gone, so it's a challenge. He also says when thinking about where else you would go, you will pay a lot more money than what we are trying to charge.

There were no further public comments and the hearing was closed.

PENDING BUSINESS

- A. Harbor Rate Increase Proposals
 - i. Draft Resolution 15-0XX Amending Terminal Tariff and Annual Moorage Rates
 - ii. Memorandum and Substitute Resolution recommendation - Commissioner Howard
 - iii. Developing basis for a graduated rate structure and rate structure possibilities - Commissioner Howard
 - iv. Commissioner Stockburger comments

HOWARD/HARTLEY MOVED TO ADOPT DRAFT RESOLUTION 15-0XX.

HOWARD/HARTLEY MOVED TO SUBSTITUTE DRAFT RESOLUTION 15-0XXS FOR THE DRAFT RESOLUTION 15-0XX.

Commissioner Howard explained he brought this forward because the original draft resolution fails to meet the financial goal of \$3.5 million as evidenced by the worksheets provided by staff. Our goal is to put the harbor's financial house in order. The first resolution doesn't meet what we set as a goal last year. It also implies that a uniform rate structure per linear foot, regardless of the size of the vessel is fair and equitable based on commercial fisherman testimony. We've heard tonight that numerous vessel owners disagree and are requesting a graduated rate structure be implemented. He noted the 14 requests from small boat owners that were provided as a laydown tonight. The substitute is consistent with the City Council's consultant who recommended one of two ways to achieve a fair and equitable rate structure in the harbor, a square foot method or a graduated rate method. He acknowledged the large boat owners felt the square foot method wasn't fair and equitable so the graduated linear method is what is left to look at, which is what the substitute resolution proposes to do.

Chair Ulmer agreed that the original resolution results in a \$58,000 short fall each year and its bad business, and invited suggestions from the other Commissioners.

Commissioner Zimmerman explained the Commission agreed at previous meetings that we are okay with the 2% hike and the original motion didn't include a 10 year sunset. He isn't sure who added it. We are trying to find other forms of income because the cost of running the harbor should not be strictly on the backs of slip owners. We are trying to find an extra \$60,000 a year from other sources, like parking and other user fees. In talking about the inequities he questions who uses most of the water and where does most of the trash come from, neither of which are paid for by slip fees; that's a couple hundred thousand dollars a year. That is mostly small boats. He still disagrees with the cost per square foot of how the harbor is being used. The biggest thing is finding other sources of income and not to keep raising the slip owner rates to pay for the harbor. He isn't in favor of the substitute

and would only recommend changing the 10 year sunset clause in the original resolution. He is not in favor of putting it up 3.2% and not in favor of the graduated rate.

Commissioner Carroll commented that over the winter the group went through the process of what Mr. Howard has suggested and came to the conclusion that we didn't want to make all the revenue out of one user group in the harbor. He agrees that with the commercial fleet away it's a real poor system to make policy when the people most affected are not in town. The circumstances at the Kodiak harbor are different than the Homer harbor. Kodiak built a huge 100 foot slip boat harbor on Woody Island and had to build an overpass from town to the island. Kodiak has more commercial vessels and fewer small boats, as well as a 600 ton travel lift. Comparing Kodiak to Homer is apples and oranges and he doesn't believe the Kodiak rate system is appropriate for Homer. Staff provided good information previously that compared rates of different harbors, and we should have that in front of us for this discussion. Lastly, he reiterated that the commercial boats contribute to the harbor in a way that sport boats don't in terms of wharfage, taxes, commercial enterprise, ice and crane fees, to name a few; so to look at the square footage of the harbor, its only one metric of fairness. There are other metrics that need to be brought in to it and we don't want to penalize the most contributing size and class of boats.

Chair Ulmer commented she wouldn't reduce rates anywhere, but start at the lowest rate and try to address how to make it equitable. That is what they need to look at, not who pays more taxes.

There was brief discussion relating to different fees paid by different users and debate over the significance of the contribution to the city and harbor by the sport boats, charter boats, and commercial boats.

Commissioner Howard explained the substitute resolution doesn't cast the rates in stone. We need to work with what we are sure of and as other sources of revenue are developed, we can reduce these rates. We need to proceed with our goal and if we can gather more income, he believes the Commission is ready and willing to reduce harbor rates.

Commissioner Zimmerman responded that we aren't in a hole right now; we are trying to build the reserve fund. He thinks it is better to keep the smaller increase, even though it may take extra time to build the reserve. We don't have to have this reserve in ten years. The 2% can cover some if it and we can continue to seek other revenue.

In response to questions Harbormaster Hawkins explained the reserve fund is necessary as it's the piggy bank they draw from to maintain the existing facility. Without an adequate reserve fund, we have to bond for money to maintain the facility, as was done for the improvements that have been taking place. We bonded for \$4.2 million and at the end of the term we will pay \$6.4 million.

Brief discussion ensued recognizing the need for building a reserve fund and debating the urgency and method of building it to the recommended level in the recommended time frame. There was also debate over the urgency of the recommendations in the Northern Economics Study.

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Commissioner Hartley raised the issue of state finances. Half of the money used for the harbor upgrades came from the state. The way things are going, the state money won't be available to us. We have to plan to take care of the harbor.

Commissioner Howard followed up that the 32% rate increase was built on the premise that the state would have matching funds, so realistically we would need even more. Without the state finding new revenue, matching funds won't be available.

Harbormaster Hawkins agreed and added that the original recommendation from the consultant was a 64% increase to the harbor rate. It was explained that kind of increase would never work here. The state Municipal Harbor Grant Program needs to be lobbied for and funded every year so the harbors can be maintained. It brings to light that we've lived in a false environment when it comes to our rate structures in the harbors in Alaska. He hears over and over "I came from..." and the rates were higher. In Alaska, statewide, it's similar. When we took ownership of the harbor in 2000 the state made it clear they were getting out of the harbor business. It was the Association of Harbormasters that successfully lobbied for and got the Municipal Harbor Grant Program put in place because we need the program to help rehabilitate the harbors. The other side is harbors don't just contribute to the cities that sponsor them; they also have a regional benefit that goes statewide and nationally.

Commissioner Carroll said the Deep Water Dock is really beginning to pay its way after years of being subsidized. He shared his opinion that we have an enterprise fund that's thriving. The City takes \$300,000 to \$600,000 every year and none of the sales tax generated by the harbor is paid back. He doesn't think it's appropriate for Northern Enterprises to say the only way to foot the bill is to tax the stall owner.

Commissioner Howard noted that the Northern Economic Study addressed several elements in the harbor. The first element we looked at was the moorage rates and there is also the Fish Dock, the Deep Water Dock, and the Pioneer Dock. Moorage is a sensitive issue and all of the elements need to be addressed.

VOTE: YES: DONICH, ULMER, HOWARD, HARTLEY
NO: ZIMMERMAN, CARROLL

Motion carried.

It was clarified that the substitute draft resolution is now on the floor for discussion and amendment.

ZIMMERMAN/DONICH MOVED TO AMEND TO DROP THE SQUARE FOOT SLIDING METHOD AND LOWER IT DOWN TO 2.5% INCREASE INSTEAD OF 3.2%.

Commissioner Donich commented he doesn't think any rate should go down or stay the same and another go up. They all should increase to some degree.

Commissioner Howard said he agrees that no rates should go down. At this point the graduated structure is being put on the table for evaluation. No numbers have been established within the resolution, only the structure.

Deputy City Clerk Jacobsen read the draft substitute resolution at the request of Chair Ulmer.

There was discussion clarifying the numbers in the packet that the Commission has previously looked at and that the graduated structure is not the same as the square foot model earlier considered. It was also reiterated that this doesn't establish any specific rate. The resolution states that we will have a graduated linear rate.

VOTE: (amendment): YES: ZIMMERMAN, CARROLL
NO: ULMER, HOWARD, HARTLEY, DONICH

Motion failed.

Chair Ulmer called for a 5 minute break at 7:49 p.m. The meeting resumed at 7:54 p.m.

- B. Homer Spit Parking
 - i. Commissioner Stockburger comments

Commissioner Howard commented that he has talked with the harbor parking attendant who seems to have a pretty good handle on estimating how much parking is happening on the spit. He suggested relying on his input may be the best way to go, as other options are costly.

Harbormaster Hawkins reported that he got some information on what it might cost to have someone use a drone to take pictures and they would be looking at about \$700 per day.

HOWARD/ZIMMERMAN MOVED TO SET ASIDE THE FLYING OPTION AND AND RELY UPON THE PARKING ATTENDANTS JUDGEMENT OF WHAT IS GOING ON IN THE LOTS THROUGH THE SUMMER AND ASK STAFF TO DIRECT THE ATTENDANT TO DOCUMENT WHAT HE BELIEVES IS OCCURRING.

There was discussion that would provide an accurate enough way to proceed.

VOTE: NON OBJECTION: UNANIMOUS CONSENT.

Motion carried.

NEW BUSINESS

- A. Lease Recommendations
 - i. Memo to City Council from Lease Committee Re: Communication Tower RFP Results & Proposal Recommendation dated May 29, 2015
 - a. Dryden & LaRue, Inc. Lease Proposal
 - b. Spit W Spots Lease Proposal
- RFP for Homer Spit Property Lease for an Owner-Operated/Subleased Wireless Communication Tower, includes RFP Addendums #1 & #2

HOWARD/CARROLL MOVED THAT THIS COMMISSION APPROVE THE LEASE COMMITTEES RECOMMENDATION TO THE CITY COUNCIL FOR THE PLACEMENT OF THE TOWER ON THE SPIT.

Deputy City Clerk Jacobsen read the recommendation at the request of Chair Ulmer.

There was no discussion.

VOTE: YES: ZIMMERMAN, HARTLEY, CARROLL, ULMER, DONICH, HOWARD

Motion carried.

- ii. Memo to City Council from Lease Committee Re: Harbor Grill Lease Renewal Recommendation dated May 29, 2015
 - a. Harbor Grill Lease Proposal & Application
 - b. Letter from Lindsay Wolter to City of Homer Re: Lease Application Questions dated April 3, 2015

HOWARD/HARTLEY MOVED THAT THE COMMISSION SUPPORT THE LEASE COMMITTEES RECOMMENDATION TO HOMER CITY COUNCIL TO NEGOTIATE THE LEASE EXTENSION.

Chair Ulmer read the recommendation.

VOTE: YES: CARROLL, DONICH, HOWARD, ZIMMERMAN, ULMER, HARTLEY

Motion carried.

- B. Old Harbor Office Repurposing – Talking point on agenda, laydown info provided at meeting

The Commission agreed to move this to their next agenda.

INFORMATIONAL ITEMS

- A. Monthly Statistical & Performance Report
- B. Weekly Crane and Ice Report
- C. Deep Water Dock Report
- D. Pioneer Dock Report & Ferry Landings Report
- E. Water Usage Report
- F. Load & Launch Notice of Closure for Construction September 15, 2015
- G. USCG Decommissioning Ceremony dated June 4, 2015
- H. Resolution 15-044 Disbanding the Port & Harbor Building Task Force
- I. 2015 Council Meeting Attendance

There was brief discussion of the revenue from the vessel Marika that was at the Deep Water Dock for a few days, and other vessels moored there over the days following; and water meter billing that isn't being charged out.

COMMENTS OF THE AUDIENCE

None

COMMENTS OF THE CITY STAFF

Harbormaster Hawkins commented about the notice being distributed of the load launch ramp closure from September 15 through December 15 for the rebuild project. They will be working with boat owners be able to get vessels out as needed.

COMMENTS OF THE COUNCILMEMBER *(If one is assigned)*

COMMENTS OF THE CHAIR

Chair Ulmer had no additional comment.

COMMENTS OF THE COMMISSION

Commissioner Carroll expressed his disappointment with tonight's activity. He thinks they went backward and wasted 6 or 8 months of their time. They weren't "doing nothing", Steve's proposal was for 2% plus CPI. It was a positive movement toward a rate hike and now we are going back through this whole linear thing again. He thinks they are spinning their wheels. He's disgusted and disappointed.

Commissioner Donich is sorry to hear Mr. Carroll is disgusted, but he thinks it important to move forward with this. He thinks all users should pay a little more and hopefully we can figure out a better balance. He learned a long time ago that nothing's fair and you just have to get used to it.

Commissioner Zimmerman said he is disappointed as well. He thought we had put this to bed and it's rearing its head again. Other than that it was a good meeting.

Commission Howard commented that we have put part of this to bed. We need to get the other part of it done and suspects that we shouldn't wait for the Council to approve the resolution and get started on it. He suggests coming to the next meeting with a plan on how we're going work together on a graduated rate structure. There is a lot of work ahead of them. There have been some good ideas about parking and should have some numbers from the parking attendant to start working by October. They have only started on one aspect of the economic report and he suggests pulling the report out again and deciding what the second level of priority is to start working on. It is hard to get everything done when we meet once a month and we need people to start participating outside of just sitting in this room to make things happen. He looks forward to people participating.

Commissioner Hartley said we're just getting started. The rate structure is something we need to get resolved. The parking is started and we can probably get through that fairly quickly. We can't rely on it for very much money; it will be an expensive process to start and only runs a few months of the year, so it isn't a cash cow. We also need to look into user charges for participants on the spit.

ADJOURN

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There being no further business to come before the Commission the meeting adjourned at 8:22 p.m.
The next regular meeting is scheduled for Wednesday, July 22, 2015 at 6:00 p.m. at the City Hall
Cowles Council Chambers located at 491 E. Pioneer Avenue, Homer, Alaska.

MELISSA JACOBSEN, CMC, DEPUTY CITY CLERK

Approved: _____



City of Homer

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Port and Harbor

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JULY 2015 PORT & HARBOR STAFF REPORT

1. Administration

Staff met with:

- Michael Craver, DOL&WD – Electrical Inspector for State, Inspecting New Harbor Office & Float Project
- Miranda Weiss & Gert Curtis – Repurposing Land Located at Old Harbormaster's Office
- Patrick Lawrence, Deputy City Manager – CIP Project List
- R&M Consultants – Teleconference Re: Deep Water Dock Economics Interview Preliminary Work
- USCG MSD – Annual Audit of Facility Security Plan
- R&M Consultants – Deep Water Dock Economics Interview with Kenai Peninsula Borough
- Alaska Clean Harbors Board Meeting
- James Boyle, ADOT – Harbor Tour & Municipal Harbors Grant Program
- City Manager – Gas Assessments for Homer Spit Leases
- Bob Howard & Cathy Ulmer – Follow-up on Fee Structure
- AAHPA – Teleconference Board Meeting
- SPITwSPOTS – Kick-off Meeting for Lease Negotiations
- John Taylor, Alaska LNG – Vessel Logistics
- Homer Area Maritime Security Committee
- Department Head Staff Meeting
- Holly Wells, Birch Horton Bittner & Cherot – Teleconference Re: Stall Wait List Application

The Harbor Enterprise will be receiving its water bills differently from the Finance Department. Port and Harbor staff will now be able to track water usage online. Some of the commissioners have voiced an interest in knowing that use, so beginning in August staff will include that information in the packet along with other statistical reports.

2. Operations

It's been a whirlwind month on the Spit. At the time of writing, the harbor looks a lot different now as the commercial fleet is out plying the waters throughout Alaska in pursuit of their summer wages. Operations staff have been fully tasked (and then some) serving our customer's needs, assisting normal vacationers, campers, and tourists, responding to pollution incidents, EMS calls, stall conflicts, load and launch traffic, trailer impounds (about 40 so far), vessel rescues from outside the harbor, and dock traffic.

The arrival of the tank ships Marika and Minerva Antarctica at the Deep Water Dock, along with the Statendam, accounted for 10 days of 800'-class-vessel dockage (a very good week at the Deep Water Dock). The Polar Bear splashed on July 3rd which drew a great crowd from the campground (should have charged admission). The 4th of July weekend went off without a hitch; staff beefed up monitoring efforts, which was evident from how much everyone was enjoying the very best that Alaska has to offer in the summer throughout the harbor facilities. Just add sun and you got a winner!

Parking counts: Martin made the extra effort to count vehicles on some of our peak-use days, totals are:

- Saturday, June 27: 1,250 vehicles; 250 boat trailers
- Friday July 3: 1,700 vehicles; 290 boat trailers
- Saturday June 11: 1,370 vehicles; 275 boat trailers

During an EMS response to the Heritage Campground to help with a 66 year old stroke victim, Martin was called to help translate for responders because they only spoke German.

3. Ice Plant

Crane #5 is back online after Fish Dock staff fixed the glycol pump. An unscheduled power outage on July 4th caused some equipment issues, which staff has been working out.

4. Port Maintenance

In addition to normal maintenance activities, Port Maintenance has been busy with:

- Annual operational testing of the fire carts, several of which have needed repairs.
- Repairs to Ramp 1 to the approach; material had washed out from under the planking.
- Temporary repairs to Ramp 4 to the new fire system which broke free from the trestle.
- Adding/replacing cleats on the floats, replacing rub boards, and securing loose pedestals.
- Sending our Bobcat Versahandler up the road for servicing, it is now free of electrical gremlins!



City of Homer

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Office of the City Manager

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July 13, 2015

Re: Closing the Gap: Town Hall Meeting

Dear Port & Harbor Commission Members,

As an active organization in the community, we would like to invite you to participate in a town hall meeting focusing on the City of Homer budget. Please join us Monday, July 20th at 5:30pm in City Hall to discuss and workshop the budget.

During the town hall meeting, City Manager Koester will outline the current financial deficit. Department heads will lead discussion in breakout sessions with community members, focusing on individual City-provided services. Additional input will be collected during the evening through keypad polling and a questionnaire. Results from the meeting will be compiled and shared with Council Members and the public at the August 10th Council Meeting.

As a respected organization in our community we value your input. Regardless of your attendance at the town hall meeting, please take 5 minutes to complete a short online survey (link below) we are using to gather feedback on core services, budget cuts, and potential new revenue streams.

[Closing the Gap: Survey](#)

Thank you,

Katie Koester
City Manager

**CITY OF HOMER
HOMER, ALASKA**

Port and Harbor Advisory Commission

RESOLUTION 15-0XX(S)

A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA, AMENDING
THE PORT OF HOMER TERMINAL TARIFF NO. 600 AND THE CITY OF
HOMER FEE SCHEDULE ANNUAL MOORAGE RATES.

WHEREAS; City Council Resolution No. 06-100 resolves to establish a goal of gradually, over ten years, attaining a cash balance in depreciation reserve accounts equal to 40% of depreciable capital assets (excluding land) and;

WHEREAS; In November 2012, the Homer City Council allocated \$20,000 for the purpose of a port and harbor fee and tariff rate study; and

WHEREAS; in May 2013 an RFP was issued requesting proposals from qualified firms to enter into a contract to conduct the study; and

WHEREAS; The contract was awarded to Northern Economics who completed the work in November 2013; and

WHEREAS; Northern Economics presented the report to the City Council in December, 2013 and forward the report to the Port and Harbor Commission with the direction to review and implement; and

WHEREAS; The Commission determined to focus on the harbor rates as its first priority of recommendations of the report; and

WHEREAS; Northern Economics recommended either a square foot method or a graduated linear foot method (the per foot moorage rate increases as vessels become longer) to achieve a fair and equitable distribution of moorage fees; and

WHEREAS; The Commission considered and rejected a square foot method to achieve the rate increase over a ten year period; and

WHEREAS; The Commission has selected the graduated linear foot method as its preferred alternative to achieve a fair and equitable rate distribution; and

WHEREAS; The Commission has determined it necessary to increase rates at 3.2% per year for the next ten years, plus the annual consumer price index (CPI) to achieve the financial goal; and

WHEREAS; The Commission held an open house on April 22 and a public hearing on June 24 to receive testimony.

NOW, THEREFORE, BE IT RESOLVED that the Homer City Council hereby amends the Port of Homer Terminal Tariff No. 600 and the City of Homer Fee Schedule for annual moorage fees to include a 3.2% moorage fee increase per year in addition to the annual CPI increase of 2.5% effective October, 2015 and;

BE IT FURTHER RESOLVED that a graduated linear foot rate structure be developed, along with its implementation schedule in time for its use in assessing moorage rates effective October, 2016.

PASSED AND ADOPTED by the Homer City Council on this day of , 2015.

CITY OF HOMER

MARY E. WYTHER, MAYOR

ATTEST:

JO JOHNSON, MMC, CITY CLERK

Fiscal Note: N/A

**CITY OF HOMER
HOMER, ALASKA**

Wythe

RESOLUTION 06-100

A RESOLUTION OF THE HOMER CITY COUNCIL EXPRESSING ITS INTENT AND DESIRE REGARDING FUTURE BUDGET APPROPRIATIONS TO DEPRECIATION RESERVE ACCOUNTS AND THE CASH BALANCES IN THOSE ACCOUNTS.

WHEREAS, Maintaining healthy cash balances in depreciation reserve accounts is good fiscal policy because it provides security in the event emergency appropriations are needed and allows the City to repair and replace aging and outdated buildings and equipment as needed and on schedule, and

WHEREAS, Over the past ten years, the City has experienced relatively tight budgets and as a result, has been forced to limit contributions to depreciation reserve accounts, defer needed maintenance expenditures, and defer procurement of new equipment, and

WHEREAS, Over the past two budget cycles, the City Council has made a concerted effort to increase contributions to depreciation reserve accounts in response to new GASB 34 guidelines and the fact that the City's buildings and equipment are aging and in need of repair and replacement, and

WHEREAS, In recent budget discussions, the City Council has identified increased contributions to depreciation reserve accounts and maintaining healthy cash balances in those accounts as a top fiscal priority.

NOW THEREFORE BE IT RESOLVED, That the Homer City Council finds that increasing appropriations to depreciation reserve accounts (building and fleet reserves) and gradually growing the cash balances in those accounts is sound fiscal policy and a worthy goal, and

BE IT FURTHER RESOLVED, That the Council hereby establishes a goal of gradually, over ten years, attaining a cash balance in depreciation reserve accounts equal to 40% of depreciable capital assets (excluding land), and

BE IT FURTHER RESOLVED, That the goal established above shall apply to all General Fund, Port and Harbor Enterprise Fund, and Water and Sewer Enterprise Fund depreciation reserve accounts.

PASSED AND APPROVED by the Homer City Council this 14th day of August, 2006.

ATTEST: 
MARY L. CALHOUN, CMC, CITY CLERK

CITY OF HOMER

JAMES C. HORNADAY, MAYOR

Fiscal Note: Grow Cash Balances in All Depreciation Reserve Accounts to approximately 35 Million within 10 years.

The Boat House

Maritime Pavilion on the Homer Spit

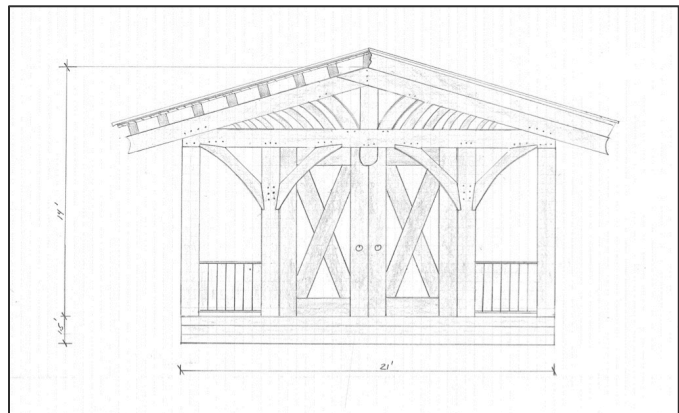
Opportunity

The vision and efforts that have guided the improvements around the boat harbor have made tangible enhancements to quality of life in Homer and to the visitor experience. In addition to the new Port and Harbor Office and new docks, these improvements include the extended bike trail, new boardwalk, new restrooms, public art, and nautical interpretive exhibits.

Right now there is an opportunity to extend this vision to the space currently occupied by the old harbormaster's office. A maritime pavilion would be a reference point on the Spit for locals and visitors alike. It would be a community gathering space as well as a destination for visitors, and provide a public space to get out of the weather, which—aside from the restrooms—does not exist on the Spit. Containing exhibits about topics including local boat designs, it would be a striking monument to Homer's rich maritime traditions and ways of life.

Draft Design Ideas

Based off a slightly larger version of Seldovia's "Gateway Pavilion," the Boat House would be an inspiring timberframe structure constructed out of local spruce and measure 26' x 32'. Safety glass windows on all sides of the building would provide views over the harbor, the south of Kachemak Bay, and out towards the mouth of the bay. Picnic-style tables and benches would provide seating. Barn doors could be closed to keep out the weather.



Design drawing of Seldovia's *Gateway Pavilion*.

Benefits to Boat Owners, Harbor Users

The Boat House would be a valuable asset to commercial, charter, and recreational boat owners. Harbor Ramps 1 – 3 and the boardwalk space in between are areas of extremely high traffic. This area creates a zone with a unique mix of commercial and recreational uses as well as of locals and visitors. Commercial fishing families come and go. Charter boat owners look for their passengers at 6 am. Water taxi operators gather guests and gear, and recreational boaters make final adjustments to gear and vessels before departing on fishing and hiking adventures. Boat owners back their cars and trucks onto harbor piers to stage gear, and they come and go from the public restrooms all day long. The Boat House could serve as a staging area, a meeting place, a space to wait out of the weather, and a place to learn more about the harbor for all fee-paying harbor users.

How the Pavilion Fits into the Spit Comprehensive Plan

In 2011, the City released the *Homer Spit Comprehensive Plan*, developed through a contract with Anchorage-based design firm USKH and through public meetings. The plan directly

addresses the need for a gathering space and identifies a “central plaza” as a new concept that could be introduced to the Spit:

A new **community park and gathering area** was a priority identified during the planning workshops...The area was envisioned as a place for picnics...and other day use activities...Another new park concept discussed is incorporating a **central plaza into the busiest part of the Spit**. The plaza includes...**an attractive shelter**, benches, bike racks, wayfinding and interpretive elements, and a restroom. The site could serve many first time visitors and charter and tour bus passengers by providing a logical site for meeting with excursion vendors. (Page 26, emphasis added.)

The space currently occupied by the old Harbormasters Office can provide a “clean slate”—a chance to re-envision one of the busiest areas of the Spit. Already community members are coming forward to express a desire to contribute to a new vision for this area, including public art, ways to raise revenues for community projects, and new interpretive elements.

Economic Impact

A typical summer day on the Spit means coat and hat weather for many people. Any facility that encourages individuals to linger longer on the Spit—and provides a respite from the weather and a chance to regroup—will help bring in additional economic activity in the community. Revenue-generating ideas could also be incorporated into a re-envisioned plaza area.

Capital & Operational Budget

Expenses:	\$210,000	Based on conversations with Tim Dillon, Dillon & Dillon Timber and Log Wrights, and designer/builder of Seldovia’s “Gateway Pavilion”
Income:	\$100,000	Community Fundraising Campaign (Individuals & local businesses)
	\$50,000	Grants (Alaska Scenic Byways, Rasmuson Fdn, Homer Fdn, etc.)
	<u>\$60,000</u>	Corporate Contributions
	\$210,000	

The project would be designed to keep operating expenses and maintenance at a minimum. Ideally, a community fundraising campaign would raise enough money to create a small maintenance fund. And—as previous community projects have shown—if the community feels ownership in the design and building of a project, they feel ownership over its upkeep.

Preliminary Supporters of Boat House Idea

Alison O’Hara, True North Kayak Adventures
Bob Shavelson, Cook Inletkeeper
Brad Faulkner, Alaska Custom Seafoods
Deb Cox, former co-coordinator of HoPP
Diane & Michael McBride, Kachemak Bay Wilderness Lodge
Joy Steward, Homer Foundation
Mako Haggerty, Mako’s Water Taxi
Mandy Dixon, La Baleine
Shannon McBride-Morin, Kachemak Bay Wilderness Lodge
Todd Steiner, Steiner’s North Star Construction

Contact Information

Gart Curtis, Owner *Blue Too* water taxi: 299-1943 or gartly@mac.com, or

Miranda Weiss, former co-coordinator of Homer Playground Project (HoPP): 299-5550 or mirandaweiss@gmail.com.



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Memorandum

TO: PORT & HARBOR ADVISORY COMMISSION
FROM: BRYAN HAWKINS, PORT DIRECTOR/HARBORMASTER
DATE: JULY 15, 2015
SUBJECT: CITY OF HOMER'S MARINE REPAIR FACILITY REVIEW OF BMP'S

Staff has completed preparing the Best Management Practices, Facility User Agreement, and Vendor Agreements for the Homer Marine Repair Facility (located on lot TR 1-A, the campground) on the Homer Spit. Staff also worked with the firm Nelson Engineering to complete an approved storm water pollution prevention plan (SWPPP) with ADEC for the facility.

We hope that these documents have captured the goals of the Large Vessel Haul-out Task Force and Port and Harbor Commission had for this new Harbor Enterprise facility. Please take some time to read the repair facility's best management practices (BMP's), and you will come to know and understand the operational structure, goals, and responsibilities of both using and managing this facility/program.

WHAT'S LEFT TO DO?

Staff is finalizing the last of the BMP's appendices, some of which will require the participation of the VHOTF, i.e. the haul-out facility fee schedule. Before all documents can be submitted to the City Council for final approval, the task force is being requested to re-meet to review the facility policies, create a fee schedule, and submit their recommendations to Council.

Recommendation

Staff requests the commission make a motion to City Council recommending they call the Vessel Haul-out Task Force together to review and complete the Homer Marine Repair Facility BMP's, Facility User Agreement, and Vendor Agreements, fee schedule, overview map, and sample worksheet, with a goal of implementing these completed facility management tools by October 2015.

Attached: Homer Marine Repair Facility BMP's
Facility User Agreement
Vendor Agreements



City of Homer
Marine Repair Facility

Policies & Best Management Practices

*Revised
April 1, 2015*

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FACILITY INTRODUCTION

The mission of the Port and Harbor Department is to provide safe port and harbor facilities for our commercial clients, recreational users, and the general public, to manage and maintain these facilities cost effectively, and to administer our Tariff and procedures fairly and equitably for all users.

The policies and best management practices detailed in this document are the backbone of Homer's Marine Repair Facility, and apply to vessel owners, service providers, and vendors. We understand the value in being able to haul-out a vessel, and want to ensure it is done as efficient and productive as possible, while preventing/eliminating air, water and soil contamination. Please read this document carefully, since you will sign a document that states you will comply.

Operational Structure: The Homer Marine Repair Facility is being managed as an "Open Yard" facility, meaning that the vessel owner is responsible for the actual work being performed on their vessel. The City is simply facilitating the opportunity for haul-out and uplands use, and are not responsible for the finished product. This management structure gives the vessel owner the opportunity to manage their project from start-to-finish, contracting with vendors from the Approved Vendor List (provided by the City), or by using their own crew to make the repairs necessary for vessel maintenance.

Vessel owners are responsible for:

- **All work** on their vessels, including haul-out, block, and launch activities
- **Hiring** only vendors that are on the City's list of "approved vendors"
- **Cleanliness** and safety of the immediate area surrounding their vessel
- **Security** of their vessel
- **Safety** of crew and vendors at their vessel's work site
- **Complying** with City policy contained herein including compliance of their vendors and crew

Hours of Operation: Vessel haul-outs shall be scheduled with the Harbor Office during normal business hours, Monday through Friday 7:00am – 5:00pm, unless extenuating circumstances dictate otherwise. During normal business hours, City staff can be reached at the Homer Harbor Office and make regular inspections of the facility. During non-business hours, City staff will not be present except for random patrols of the boatyard.

As an "open yard", the Marine Repair Facility does not close; vessel owners are responsible for setting the working hours for their crews and contracted vendors. For safety purposes, the Harbormaster advises users of the facility to consider: A) the lack of daylight during winter months, B) providing adequate lighting, and C) that vendors are in agreement with the vessel owner on what hours are suitable. Timing of haul-out activities will be determined by the vessel owner, the haul-out service provider they choose, and tidal restrictions.

Security: Because the yard is an "open facility", vessel owners and vendors are responsible for their own security. When not actively working on a vessel, all tools, paints, and other materials must be secured to prevent theft, vandalism, and accidents. Harbor Officers will periodically patrol the yard during non-business hours and report obvious conditions that require owner attention.

Concerns/Issues: Homer Port and Harbor Staff encourage all questions, comments, and concerns pertaining to the Marine Repair Facility. Please contact the Harbormaster with these issues and we shall work with you.

LEGAL NOTICES

The City Agrees: to provide dry dockage space to vessel owners under a User Agreement for the purpose of vessel repairs, maintenance, and inspections per a Harbormaster-approved work plan. Further, the City agrees to provide contractors, service providers, and vendors the opportunity to work in the Marine Repair Facility under a Vendor Agreement, of which will place vendors on the Approved Vendor List. The list shall be available on the City of Homer's website and given to all vessel owners utilizing the facility.

Responsibility: The City does not accept the vessel, its tackle, fixtures, equipment, gear, or furnishings for storage or safekeeping belonging to either the owner or vendor. Nor does the City accept any responsibility for vendor supplies, their laborers/employees, equipment, and personnel that the vessel owner may organize or contract. The City shall not be responsible for lost fishing time, or any other lost time to the vessel, while it is hauled out or on the City-owned tidelands/beaches.

Liability: The City shall not be liable for death or injury to persons, or damage to property, upon the vessel, yard facilities or premises adjacent thereto arising from any cause other than the willful misconduct of the City. Vessel owners and vendors shall indemnify and hold the City and its officers and employees harmless from all claims for death or injury to persons, or damage to property, arising from their acts or omissions, their agents, service providers/vendors, crew, employees, or invitees.

Policy Compliance: Vessel owners, their agents, crew, service providers, and vendors agree to comply with the City's Marine Repair Facility Policies and Best Management Practices, detailed in this document.

Every user's full cooperation will help the City maintain the facility with a minimal impact to the environment. The goal is to meet all regulatory requirements, prevent pollution, and provide a safe work environment for owner, crew, vendors, and City staff. Any user who observes another individual in violation is encouraged to report it to the Harbor Office as soon as possible. The identity of anyone reporting a violation will be kept confidential.

Owners, crewmen, and contractors performing work on boats shall comply with all applicable OSHA, Federal, State, and City regulations, policies, and procedures.

Default in Compliance; City's Remedies: Failure to adhere to the City's policies and best management practices can result in unsafe actions and environmentally harmful activities. When violations are observed by City staff, intentional or otherwise, work will be stopped until corrective measures are taken. If vessel owners or vendors fail to properly follow and adhere to these practices/policies and/or their agreement with the City, or fail to pay fees or charges for more than thirty (30) days after the due date, the City may exercise any available remedy, including without limitation one or more of the following:

- a) Terminate the User/Vendor Agreement.
- b) Begin impoundment procedures per HCC 10.04.120 to have the vessel removed until the violation has been cured, or disposed of.
- c) Place a lien on the vessel per HCC 10.04.139 for towing, storage, costs of sale, attorney fees, any other charges incurred in connection with the impoundment, and charges for harbor services.

Refusal of Service: The City reserves the right to refuse service to vessels that: 1) do not have a current (within 3 years) marine survey, 2) have an inadequate work plan, 3) lack sufficient property and liability insurance, 4) fail to comply with the City's Marine Repair Facility Policies and Best Management Practices, 5) are in poor condition, 6) are unsafe to haul-out, or 7) may be damaged by being hauled out. Such vessels may

be hauled out if the vessel owner signs a waiver and provides a performance bond in an amount equal to the dry docking fees plus the estimated cost to dispose of the vessel should removal become necessary.

Refusal of Vendor Access: The City reserves the right to refuse access to Vendors that: (a) do not have a current Alaska Business License, (b) fail to register for, collect, and remit sales tax, (c) lack sufficient insurance, (d) fail to comply with the City's Marine Repair Facility Policies and Best Management Practices, or (e) fail to comply with safety practices.

Disputes: Disputes will be referred to a certified marine surveyor for a professional opinion of the vessel's fitness for hauling out. The vessel owner shall pay the cost of the surveyor. For all other disputes such as billing charges, stopping work orders, or missing work plan information, the Harbormaster reserves the right to make the final decision.

Notices: Billings and notices will be mailed to the address given under the User or Vendor Agreement. Vessel owners and vendors shall notify the City in writing of an address change.

Insurance: Vessel owners must have a current marine insurance policy of a "named perils" or "all risks" type that fully insures the value of the vessel, plus accident and environmental liability. Vendors and service providers must have current insurance to cover all of the services to be provided, including proof of long-shore and harbor workers compensation insurance, or proof that such coverage is waived.

A Certificate of Insurance must be provided to the Homer Harbor Office before any work may begin. The City of Homer must be included as additional insured and show coverage not less than the minimum required outlined below:

Minimum coverage	Vendors	Vessels
General Liability, Marine Artisan Liability, P & I	\$1,000,000	n/a
General Aggregate Limit	\$ 2,000,000	\$1,000,000
Products Hazard or Operations Hazard Aggregate Limit	\$ 1,000,000	n/a
Personal Injury	\$ 1,000,000	\$1,000,000
Damage to Premises	\$250,000	\$250,000
Medical Expense Limit	\$5,000	n/a
Pollution Liability	n/a	\$1,000,000
Hull and Machinery	n/a	*

* Hull and machinery coverage shall be sufficient to dispose of the vessel if abandoned, burned, or otherwise left to the City.

APPROVED VENDOR LIST REQUIREMENTS

1. GENERAL

Persons available for hire or contract labor is considered a “vendor”, and must be on the City’s Approved Vendor List before being allowed to work on any vessel in the Homer Marine Repair Facility. This list is then given to vessel owners who wish to hire contractors/vendors to complete their vessel work.

Contracting for all services to the vessel while it is in the boatyard, and payment for those services, is the sole responsibility of the vessel owner.

2. REQUIRED DOCUMENTS

To become an approved vendor, the service provider is required to complete a Homer Marine Repair Facility Vendor Agreement, include all necessary documents, and submit them to the Homer Harbor Office along with the appropriate fee. The following documents are required before any work may proceed:

- Vendor Agreement
- Alaska Business License
- Borough Sales Tax Registration
- Proof of Insurance – Includes City as Additional Insured and Worker’s Comp
- Certification, if applicable

3. ANNUAL FEE

To remain on the list, every year vendors must complete the Vendor Agreement with the City and pay an annual fee before providing services. Rates are published in the City’s Terminal Tariff. See “Appendix D” for a Fee Schedule.

4. ONE-TIME VENDOR FEE

In the circumstance that a vendor is being hired to provide services during a one-time job, but is not on the Approved Vendor List (such as an out-of-town business traveling to Homer for a specific vessel project), the vendor must complete the Vendor Agreement, provide the required documents, and opt to pay the “one-time” vendor fee instead of the annual fee. Rates are published in the City’s Terminal Tariff. See “Appendix D” for a Fee Schedule.

Vendors that are not on the Approved Vendor List, or have not completed the necessary paperwork and paid the “one-time” fee, will not be allowed to work in the boatyard.

PLANNING A HAUL-OUT

1. SCHEDULING

Initial Planning Meeting: A vessel haul-out begins with a meeting between the vessel owner, the selected haul-out service provider, and the Harbormaster. This meeting allows the vessel owner to provide the Harbormaster the primary logistics in regards to hauling out, work to be performed, service providers/vendors involved, and the timeframe/schedule. An estimation of all City boatyard and beach landing fees will be calculated (see “Appendix E” for a Haul-Out & Launch Estimate Worksheet).

Timeline: Vessel owners must plan to be in and out of the boatyard as scheduled, and vendors must plan to work within the vessel-owner’s scheduled boatyard time. The City will not be responsible for lost time to the vessel, for any reason while it is in the boatyard. Every work plan should include a timeline of the work to be performed. This written plan will enable staff to understand your needs and schedule boatyard time appropriately. Advance planning is necessary to ensure sufficient time for your needed projects.

Required Documents: The vessel owner is required to complete a Homer Marine Repair Facility User Agreement, include all necessary documents, and submit them to the Homer Harbor Office. The following documents are required before hauling out may proceed:

- User Agreement
- Vessel Owner Registration – i.e. USCG documentation
- Proof of Insurance – Includes City as Additional Insured
- Work Plan – See #2 below for details of Work Plan
- Current Vessel Survey
- Bond and Waivers, if applicable

Security Deposit & Cancellation: A deposit of 50% of the estimated costs shall be made when the vessel owner makes arrangements with the Harbormaster to use boatyard facilities. The City may require the estimated payment in full at time of scheduling (dependent on account history). After the vessel has been launched, the deposit will be credited toward beach landing and dry dock fees. The deposit will be forfeited if: a) the vessel fails to adhere to the scheduled haul-out time, or b) the vessel owner fails to leave the facility clean after launching (see below #4 “Final Clean-up of Work Area”). A cancellation or schedule change must be communicated to the Harbormaster at least 24 hours in advance to avoid deposit forfeiture. Vessels missing their scheduled haul-out date will be accommodated on a “space available” basis.

2. WORK PLAN

Every haul-out must have a work plan, which includes a description of the work to be performed, materials required, timeline, etc. Once the City approves the work plan, along with the agreement and other required documents, a deposit will be accepted and the vessel placed on the schedule. Vendors contracted to do any of the proposed work must be from the Approved Vendor List, which is provided by the City. Content of the plan must include:

- A description of work to be performed: Be detailed in what you intend to do as it allows staff to schedule enough time for your haul-out; for instance:

- Hull Maintenance – sandblasting, painting, zincs, etc.
- Mechanical – props, shafts, engines, etc.
- Fabrication – fiberglass, welding, etc.
- Inspection Purposes – USCG, insurance, etc.
- A list of who will be completing the work: Specify the persons that will be working on the vessel, including the vessel owner, crewmembers, or contracted vendors/service providers. Any crewmembers that are proposed to complete work on the vessel must have a crewman contract with the vessel; contracts should be available as proof for inspection by the Harbormaster. Vendors selected must be from the Approved Vendor List. Major structural modifications should be designed by a certified marine architect.
- Information regarding the haul-out and launch: Commonly a vendor will be contracted to perform the haul-out and launch, but the owner may be able to provide their own haul-out equipment; details on who will be moving the vessel and the method/equipment used is required. Drawings/photos of the vessel's hull and the blocking plan should be included.
- Plans for containment and disposal of waste: Unless a routine inspection is the only purpose for hauling out, vessel owners must be able to contain anything that may cause air, water or soil contamination. Include plans for:
 - Hazardous waste disposal
 - Containment structures and/or dustless systems for sanding, grinding, spray painting and scraping.
 - Ground cover tarps, which will be placed under the vessel prior to blocking and cover the ground under the entire vessel plus a 10 foot parameter; and welding mats to protect the ground cover tarps if any welding will be conducted.
 - Dumpsters provided by the vessel owner; use of City dumpsters is not permitted.
- A timeline and proposed launching date: Breaking down the project into time increments allows staff to plan and coordinate your vessel haul-out into the schedule. It is imperative to the efficiency of the facility that all users adhere to the schedule; accurate timelines of projects/repairs are necessary as well as being finished when it is time to launch the vessel.
- Additional information pertaining to the haul-out: Other details, such as Porta-Potties for workers, needed equipment, lighting, temporary structures, or storage requests should be included before the Harbormaster is able to approve a work plan. If it is applicable to your haul-out, include it.

A work plan example is provided in “Appendix C”.

Changes to the Work Plan: Significant changes that alter the amount of time the vessel is hauled out, due to an emergency or vessel owner's preference, can potentially disrupt other scheduled haul-outs. Requests to change the work plan after the vessel has been hauled out must be approved by the Harbormaster before the work is conducted, and should be submitted to the Harbor Office with a revised work plan. Each request will be reviewed upon a case-by-case scenario by the Harbormaster, who reserves the right to make the final decision.

As per the Marine Repair Facility's fee schedule (see “Appendix D”), daily dry dockage charges are based on a graduated scale. Be sure to consider any rate changes when requesting additional days in the yard.

If upon inspection City staff finds that vessel work is being done outside the parameters of the approved work plan, the Harbormaster may take action as outlined under “Default in Compliance” (See Legal Notices).

3. MATERIALS, STRUCTURES & EQUIPMENT

Necessary materials should be on hand before each haul-out. For example: ground tarps, scaffolding and plastic for enclosures, welding mats, blasting medium, lights, coatings, zincs, etc. Arrangements for storage of materials must be coordinated with the Harbormaster.

Vessel owners and vendors may bring in vehicles, trailers, or set up temporary structures that fit within the dry storage site of their vessel. Unless otherwise approved, the structures must be removed after the vessel is launched. Mobile homes, travel trailers, or RVs will not be allowed without approval.

If the project requires more space for project lay-down, space will be provided as available and charges will reflect actual square foot usage.

4. HAULING OUT & LAUNCHING

Schedule: The projected dates of hauling out and launching shall be scheduled at the time of the initial haul-out meeting, and is determined by the vessel owner's timeline, work plan, and the facility's schedule. Vessel haul-out/launch activities will be determined on the vessel owner, the haul-out service provider they choose, and tidal restrictions. Weather conditions must be considered as well since high winds, ice, or swell at the haul-out site pose hazards.

Launching Walk-Thru Meeting: Before the proposed launching date, a meeting between the vessel owner, their primary haul-out service provider, and the Harbormaster shall take place. This meeting will allow the Harbormaster to confirm that the vessel's dry storage location is clean of all debris (i.e. paint chips, metal, discarded equipment, engine blocks/part, refrigerators, stoves, lines, scaffolding, etc.), and that launching logistics are in order before the vessel is authorized to move.

Responsibility: The vessel owner and their primary haul-out service provider are responsible, and in charge, during the haul-out and launch; all haul-out/launching logistics must comply with the Marine Repair Facility Policies and Best Management Practices. The City accepts no responsibility for the vessel, crew, contractor or the contracted labor during these operations. However, the city does reserve the right to stop all work if the harbormaster of their designee determines that there are unsafe conditions occurring at any time while the vessel is on city property. Work will cease until the safety issue is resolved to the harbormasters satisfaction.

Final Clean-up of Work Area: After the vessel has been launched, the vessel owner is required to clear all materials, structures, and equipment from the area. Any remaining items that require Harbor Staff time to clean up will be subject to fees and/or deposit forfeiture. When cleaning up, be sure everything has been removed from the premises, including:

- Blocking
- Tarps
- Scaffolding
- Temporary Structures
- Dumpsters
- Equipment/Vehicles
- Vendor's Materials/Equipment
- Debris Not Cleared Before Launch

5. COSTS, FEES, & BILLING

Dry Dockage: Due to limited space, the Homer Marine Repair Facility will not be used as a long-term vessel storage site. Charges for dry dockage are payable from the time the vessel is hauled out until the vessel is removed from the boatyard. The fee schedule is based on a graduated scale to encourage vessel owners to accomplish their boat projects in an efficient and timely manner. The longer a vessel stays, the higher the daily dry dockage rate. Payment of charges for dry dockage grants the vessel owner a revocable license to use the dry dockage area that is designated for the vessel. Vendors are to work within the vessel's designated dry moorage area. Additional space may be rented from the City if available.

Security Deposit: A deposit of 50% of the estimated costs shall be made when the vessel owner makes arrangements with the Harbormaster to use boatyard facilities. The City may require the estimated payment in full at time of scheduling (dependent on account history). After the vessel has been launched, and the final work-area inspection by the Harbormaster has been completed and approved, the deposit will be credited toward beach landing and dry dock fees. The deposit will be forfeited if: a) the vessel fails to adhere to the scheduled haul-out time, or b) the vessel owner fails to leave the facility clean after launching.

Charges: Rates are published in the City's Terminal Tariff (see "Appendix D" for the fee schedule). All charges are billed out on a monthly basis and payable to the Homer Harbor Office. See the Harbor Office for questions regarding bill payment options.

- **Boatyard Moorage.** Charges are calculated as square feet, and are based on the overall length and beam of the vessel, plus a ten foot (10') perimeter on all sides, including all appendages and additional space requested.
- **Beach Landing.** Prices for the use of the City's beach for landing are based on the overall length of the vessel. Time spent on the beach prior to and after a haul-out is charged per day and will be included in the overall cost of the haul-out.

HULL CLEANING, BLOCKING, & VERTICAL ACCESS

1. HULL CLEANING

The Homer Marine Repair Facility's Stormwater Pollution Prevention Plan (SWPPP) does not allow pressure washing.

Vessel owners who wish to remove marine growth from their vessel's hull must utilize alternative methods, such as manual removal by scraping. Ground covers must be used to collect debris and then shoveled into dumpsters, which the vessel owner provides.

2. GROUND COVERS/TARPS

Ground cover tarps must be placed under every vessel prior to blocking, and cover the ground under the entire vessel plus a 10 foot parameter. They must remain in place and shall be kept clean (daily) of all hazmat, paint chips, etc. Ground cover tarps will be protected during welding by placing protective welding mats in the affected areas. Good housekeeping practices will be implemented at all times while working in the City's facility.

3. BLOCKING

Vessel blocking is the responsibility of the vessel owner and their primary haul-out service provider. The City has the right to inspect vessel blocking and will, if, necessary, require additional blocking if it is determined to be inadequate for the job. The City will not supply, store, or furnish ships blocking, nor supply the labor needed for blocking installation/removal.

4. SCAFFOLDING & LADDERS

Vessel owners and/or contracted Vendors will provide their own ladders and scaffolding. The vessel owner assumes all risk, including for their agents/crew members working on the vessel, when utilizing ladders and scaffolding. The City assumes no risk for persons utilizing such equipment in or on City facilities.

SANDBLASTING, GRINDING, SPRAY PAINTING & SANDING

1. GENERAL

Open air sanding, grinding and scraping are prohibited unless dustless systems are employed or the vessel is tented and properly vented/filtered. These precautions are to prevent escapement of airborne particulates from the vessel and soil contamination.

City staff will inspect enclosures, spray painting, and sanding practices. When violations occur, intentional or otherwise, work will be stopped until corrective measures are taken.

Owners, crewmen and contractors performing work on boats shall comply with all applicable OSHA, Federal, State, and City regulations, policies, and procedures. Personal protective clothing and respirators shall be used as appropriate.

2. SANDING & GRINDING

When practical, vessel owners are required to utilize vacuum grinding and vacuum sanding (dustless systems). When not practical, a temporary structure must be constructed to fully enclose the area being worked on, including proper ventilation and filters.

3. SPRAY PAINTING

Spray painting is permitted only when the vessel, or portion to be painted, is fully enclosed with proper ventilation and filters. Every possible effort must be made to prevent overspray from leaving the enclosure.

HOUSEKEEPING & CLEANLINESS

1. AREA AROUND EACH VESSEL

The immediate area surrounding each vessel must be kept neat and clean at all times. No open containers of paint, oil, hazardous or other pollution-creating material shall be stored exposed. All containers must be closed and stored under covers.

2. INSPECTIONS

During normal business hours, the Harbormaster will make regular inspections of the facility. Harbor Officers will periodically patrol the yard during non-business hours and report obvious conditions that require owner attention.

Violations must be immediately cured to the satisfaction of the Harbormaster. The pre-launching walk-thru meeting will allow the Harbormaster to confirm that the vessel's dry storage location is clean of all debris before the vessel is authorized to move. Storage of any materials on site must be approved in advance by the Harbormaster.

3. DRUM STORAGE

All drums will be labeled with vessel name, date, and contents. Drums will be stored palletized and covered. Storage of any materials on site must be approved in advance by the Harbormaster. Space will be provided as available and charges will reflect actual square foot usage.

4. MACHINERY

Before removing machinery (i.e. engines, hydraulic motors and other equipment), all open fittings shall be sealed to prevent leakage of lubricating and cooling fluids. Through-hull fittings shall similarly be sealed to prevent leakage of contaminated bilge water.

5. DISPOSAL METHODS & RESTRICTIONS

General: Everything must be properly and promptly disposed of at the time materials/waste is generated. Nothing should be left lying about. Ask if you need guidance or assistance. Abandoned waste will be disposed of and billed to the vessel owner with applicable service fees. Empty cans, scraps of lumber, paper, or other debris must be placed in waste containers and the area cleaned on a daily basis and prior to departure.

For LARGE amounts of waste oil, oily rags, used oil filters, antifreeze, and batteries: Contact National Response Corporation (NRC) Kenai Office for disposal logistics at 907-258-1558 or infoalaska@nrcc.com.

Liquid & Petroleum Waste: Hazardous and non-hazardous wastes must be properly separated and properly stored and/or disposed. No liquid wastes may be drained onto the ground or into the harbor. Violations could result in substantial fines and the removal of such violators from working in the boatyard. No open containers of any liquids are to be left in the open where they could be filled with rain or tipped

over causing potential runoff into the ground and water. Common sense should dictate proper activities. Abandoning wastes without proper disposal is prohibited.

Flammable materials like paint thinners and gasoline must be segregated and properly disposed of at the Homer Landfill Bailing Facility. Please contact the Kenai Peninsula Borough regarding their Hazardous Waste Disposal Program. The use of liquid dispersants, like Joy soap, or mechanical means to dissipate slicks caused by fuel spills, is prohibited. Spills must be reported to staff.

Solid Waste: Dumpsters are to be provided by the vessel owner; use of City dumpsters is not permitted. Dumping of solid waste materials must be free of all liquids and the products must be inert. Heavy metal (engines, refers, etc. and/or large volumes of insulation, cardboard, etc.) trash and recyclable products should be hauled directly to the Homer Landfill Bailing Facility. Covers on dumpsters shall remain closed except during the process of actual trash disposal in order to minimize rainwater entry. No solid wastes may be disposed onto the ground. Any such violations will result in substantial fines and the removal of such violators from working in the boatyard. Abandoning wastes without proper disposal is prohibited.

Contaminated Bilge Water: Bilge water, contaminated with oil, antifreeze, solvents or similar materials shall not be pumped or emptied onto the ground of the boatyard or in harbor waters. Contact National Response Corporation (NRC) Kenai Office for disposal logistics at 907-258-1558 or infoalaska@nrcc.com.

Sewage: Direct discharge of sewage from vessel toilet facilities is prohibited. All applicable systems shall be tagged and locked out to prevent accidental discharge while in the yard. Overboard through hull ports may be plugged to prevent discharge. Vessel owners are responsible to make arrangements for Porta-Potties for their workers/vendors.

Paint: Paint waste, including anti-foulant, must be disposed of at the Homer Landfill Bailing Facility. Please contact the Kenai Peninsula Borough regarding their Hazardous Waste Disposal Program. Hazardous waste includes liquid paint, thinners, solvents and similar materials. All containers must have lids that are capable of being sealed to prevent spillage during transport, and must be properly labeled with vessel's name, its contents, and date. Accidental spillage should be reported to staff for assistance and guidance for clean-up. Paints and solvents shall be stored in properly sealed containers. Drip pans, tarps or other devices shall be used during the transferring of solvents or paints and during paint mixing.

Hazmat Storage: Storage of oily rags, open paints, open solvents, open thinners, gasoline, or other flammable or explosive material is prohibited on or within the boatyard facility, except for gasoline stored aboard a vessel in U.L. or Coast Guard approved containers.

SAFETY

1. **Vessel Owner Responsibility:** Owners are responsible for the safety of their crew and workers.
2. **Vendor Responsibility:** Vendors are responsible for the safety of their employees and shall follow OSHA approved standards.
3. **Welding/Hotworks:** Vendors contracted to weld must be certified, licensed, and insured. All persons, including vessel owners, crewmembers, and vendors must follow all standard welding practices per OSHA regulations. Fire guards and protective measures must be in place during all welding and cutting activities. There will be no open flames (other than welding or cutting torches) and no open burning. For every welder working, each must have a person on fire watch with fire extinguisher near them. Atmospheric testing for enclosed areas shall be done when appropriate. Arc shields shall be used as appropriate and required.
4. **PPE:** Owner and vendors shall insure that personal protective equipment and clothing will be provided and worn as appropriate to each task.
5. **Ladders/Scaffolding:** Vessel owners and vendors assume all risk when utilizing ladders and scaffolding.
6. **Storm Events:** Vessel owners and vendors are solely responsible to take emergency measures to secure the vessel, or anything that may become airborne during a windstorm event to prevent damage/injuries caused by airborne debris from their vessel and/or dry storage location.
7. **Alcohol/Drug-Use in Facility:** No alcohol or drugs shall be consumed/allowed in the boatyard or aboard vessels in the boatyard.
8. **Fires:** No open fires are permitted aboard vessels or in the boatyard.
9. **Children:** Children, under the age of 12, must be accompanied by an adult at all times.
10. **Pets:** All animals must be leashed and cleaned up after per Homer City Code.
11. **Live-a-boards:** No one will live aboard a vessel in dry moorage without consent of the Harbormaster.

SPILL PREVENTION

1. OIL OR HAZARDOUS MATERIAL SPILLS

Owners, crewmen and contractors performing work on boats must immediately report any spills to the Harbor Office, NRC, DEC, and USCG MSD. Failure to report can result in fines. The vessel owner and vendor are responsible for the cleanliness of their dry moorage area. Fees will be assessed if City staff labor is utilized to clean a vessel's area.

- Harbor Office: 907-235-3160
- Harbor Officer On-Duty Cellphone: 907-399-1649
- EPA's National Response Center: 800-424-8802
- Alaska Dept. of Environmental Conservation: 800-478-9300
- U.S. Coast Guard Marine Safety Detachment: 907-690-2098

2. IN CASE OF A SPILL USERS SHALL:

1. Immediately stop the source of the spill.
2. Shut of all ignition sources in the area.
3. Immediately cease all smoking or welding in the area.
4. Contain the spill by using absorbent pads and booms.
5. Recover the spill as quickly as possible.
6. Notify the Harbor Office, NRC, DEC, and U.S. Coast Guard MSD.

APPENDIX A

User Agreement



City of Homer

www.cityofhomer-ak.gov

Port and Harbor

4311 Freight Dock Road

Homer, AK 99603

port@cityofhomer-ak.gov

(p) 907-235-3160

(f) 907-235-3152

HOMER MARINE REPAIR FACILITY USER AGREEMENT

Acct # _____

Owner Info

Owner: _____ Phone: Home: _____

Cell Phone: _____ E-Mail Address: _____

Billing Address: _____ City: _____ State: _____ Zip: _____

Haul-out Manager (if other than owner): _____ Phone: _____

Vessel Info

Vessel Name: _____ Registration Number: _____

Length Overall: _____ Beam: _____ Draft: _____ Displacement Tonnage: _____

House is: ☐ Forward ☐ Aft Height from Keel to Uppermost: Forward (ft): _____ Aft (ft): _____

Hull Type: _____ Hull Material: _____

Haul-out Info

First-time Haul-out User? ☐ Yes ☐ No Haul-out Date: _____ Launch Date: _____

Damage below Waterline? ☐ Yes ☐ No If yes, explain: _____

Nature of Work: ☐ Inspection Only ☐ Paint ☐ Zincs ☐ Propeller ☐ Shaft ☐ Rudder

☐ Other: _____

Vendors & Service Providers Contracted to Perform Work: _____

Documents

Documents (*Required)	Date	Staff Initials	Comments
<input type="checkbox"/> Owner Registration*	_____	_____	_____
<input type="checkbox"/> Proof of Insurance*	_____	_____	_____
<input type="checkbox"/> City as Additional Insured*	_____	_____	_____
<input type="checkbox"/> BMP Provided to User*	_____	_____	_____
<input type="checkbox"/> Vendor Compliance*	_____	_____	_____
<input type="checkbox"/> Bond Discussed*	_____	_____	_____
<input type="checkbox"/> Waivers, when Required	_____	_____	_____
<input type="checkbox"/> Harbormaster's Approval*	_____	_____	_____

HOMER MARINE REPAIR FACILITY USER TERMS & CONDITIONS

1. **The City agrees** to provide dry dockage space to vessel owners under a User Agreement for the purpose of vessel repairs, maintenance, and inspections per a Harbormaster-approved work plan during the dates specified in this agreement.
2. **Responsibility.** The City does not accept the vessel, its tackle, fixtures, equipment, gear, or furnishings for storage or safekeeping belonging to either the owner or vendor. Nor does the City accept any responsibility for vendor supplies, their laborers/employees, equipment, and personnel that the vessel owner may organize or contract. The City shall not be responsible for lost fishing time, or any other lost time to the vessel, while it is hauled out or on the City-owned tidelands/beaches.
3. **Policy Compliance.** Vessel owners, their agents, crew, service providers/vendors (all referred herein as Users) agree to comply with the City of Homer's (referred herein as City) Marine Repair Facility policies and Best Management Practices (BMPs). A copy shall be provided when services are scheduled.
4. **Operational Structure.** The Homer Marine Repair Facility is being managed as an "Open Yard" facility, meaning that the User is responsible for the actual work being performed on their vessel. The City is simply facilitating the opportunity for haul-out and uplands use, and are not responsible for the finished product. This management structure gives the User the opportunity to manage their project from start-to-finish, contracting with vendors from the Approved Vendor List (provided by the City), or by using their own crew to make the repairs necessary for vessel maintenance.
5. **Vendors & Service Providers.** Contracting for all services to the vessel while it is in the boatyard, and payment for those services, is the sole responsibility of the User. Persons providing services to a vessel in the boatyard ("Vendors") must be on the City's approved vendor list. To qualify for the list, the following documents must be on file along with payment of fees: Certificate of Insurance, Alaska business license, registration for city sales tax, and professional certifications for the named trades. Vendors must abide by OSHA safety rules and regulations pertaining to their trade.
6. **Security.** Users are responsible for the security of their vessel, tools, and equipment. Other than random patrols of the boatyard, City staff will not be present during non-business hours.
7. **Insurance.** Users other than Vendors agree to have a current marine insurance policy of a "named perils" or "all risks" type that fully insures the value of the vessel, plus accident and environmental liability. A Certificate of Insurance shall be provided to the City showing coverage not less than the minimum required in the boatyard policy document. Hull and machinery coverage shall be sufficient to dispose of the vessel if abandoned, burned or otherwise left to the City.
8. **Dry Dockage.** The Harbormaster shall designate a dry storage area within the boatyard for the vessel. Charges for dry dockage are payable from the time the vessel is hauled out until the vessel is removed from the boatyard. Payment of charges for dry dockage grants a User a revocable license to use the dry dockage area that is designated for the vessel.
9. **Scheduling, Deposits, & Cancellations.** Users must plan to be in and out of the boatyard as scheduled. A deposit of 50% of the estimated costs shall be made when the User makes arrangements with the Harbormaster to use boatyard facilities. The City may require the estimated payment in full at time of scheduling. After the vessel has been launched, the deposit will be credited toward beach landing and dry dock fees. The deposit will be forfeited if: a) the vessel fails to adhere to the scheduled haul-out time, or b) the vessel owner fails to leave the facility clean after launching. A cancellation or schedule change must be communicated to the Harbormaster at least 24 hours in advance to avoid deposit forfeiture. Vessels missing their scheduled haul-out date will be accommodated on a "space available" basis.
10. **Charges:** Rates are published in the City's Terminal Tariff. All charges are billed out on a monthly basis and payable to the Homer Harbor Office. Boatyard Moorage: Charges are calculated as square feet, and are based on the overall length and beam of the vessel, plus a ten foot (10') perimeter on all sides, including all appendages. Beach Landing: Prices for the use of the City's beach for landing are based on the overall length of the vessel. Time spent on the beach prior to and after a haul-out is charged per day and will be included in the overall cost of the haul-out.
11. **Blocking.** Vessel blocking is the responsibility of the User and/or their contractors. The City has the right to inspect vessel blocking and will, if necessary, require additional blocking if it is determined to be inadequate for the job. The City will not supply, store, or furnish ships blocking, nor supply the labor needed for blocking installation/removal.
12. **Tarps.** Ground cover tarps must be placed under every vessel prior to blocking, and cover the ground under the entire vessel plus a 10 foot parameter. They must remain in place and shall be kept clean (daily) of all hazmat, paint chips, etc. Ground cover tarps will be protected during welding by placing protective welding mats in the affected areas.
13. **Ladders/Scaffolding.** User and/or Vendors will provide their own ladders and scaffolding. User assumes all risk when utilizing ladders and scaffolding.
14. **PPE:** User shall insure that personal protective equipment and clothing will be provided and worn as appropriate to each task.
15. **Sanding, Grinding, & Scraping.** Open air sanding, grinding and scraping are prohibited unless dustless systems are employed or the vessel is tented and properly vented/filtered. These precautions are to prevent escapement of airborne particulates from the vessel and soil contamination.
16. **Pressure Washing:** The Homer Marine Repair Facility does not allow pressure washing. Users who wish to remove marine growth from their vessel's hull must utilize alternative methods, such as manual removal by scraping. Ground covers must be used to collect debris and then shoveled into dumpsters, which the vessel owner provides.

17. **Disposal of Waste & Hazmat.** See the City's Marine Repair Facility policies and Best Management Practices (BMPs), and/or ask staff for details for proper disposal methods and locations.
18. **Spills & Cleanup.** User must immediately report any spills to the Harbor Office, NRC, DEC, and U.S. Coast Guard MSD. Failure to report can result in fines. User is responsible for the cleanliness of their dry moorage area. Fees will be assessed if City staff labor is utilized to clean a vessel's area.
19. **Welding/Hotworks:** Vendors contracted to weld must be certified, licensed, and insured. All persons, including the User, crewmembers, and vendors must follow all standard welding practices per OSHA regulations. Fire guards and protective measures must be in place during all welding and cutting activities. There will be no open flames (other than welding or cutting torches) and no open burning. For every welder working, each must have a person on fire watch with fire extinguisher near them. Atmospheric testing for enclosed areas shall be done when appropriate. Arc shields shall be used as appropriate and required.
20. **Storm Events:** The User/Vendors are solely responsible to take emergency measures to secure the vessel, or anything that may become airborne during a windstorm event to prevent damage/injuries caused by airborne debris from their vessel and/or dry storage location.
21. **Materials, Structures & Equipment.** Necessary materials should be on hand before each haul-out. Arrangements for storage of materials must be coordinated with the Harbormaster. Users and vendors may bring in vehicles, trailers, or set up temporary structures that fit within the dry storage site of their vessel. Unless otherwise approved, the structures must be removed after the vessel is launched. Mobile homes, travel trailers, or RVs will not be allowed without approval. If the project requires more space for project lay-down, space will be provided as available and charges will reflect actual square foot usage.
22. **Alcohol/Drug-Use in Facility:** No alcohol or drugs shall be consumed/allowed in the boatyard or aboard vessels in the boatyard.
23. **Fires:** No open fires are permitted aboard vessels or in the boatyard.
24. **Children:** Children, under the age of 12, must be accompanied by an adult at all times.
25. **Pets:** All animals must be leashed and cleaned up after per Homer City Code.
26. **Live-a-boards:** No one will live aboard a vessel in dry moorage without consent of the Harbormaster.
27. **Liability.** The City shall not be liable for death or injury to persons, or damage to property, upon the vessel, yard facilities or premises adjacent thereto arising from any cause other than the willful misconduct of the City. The User shall indemnify and hold the City and its officers and employees harmless from all claims for death or injury to persons, or damage to property, arising from their acts or omissions, their agents, service providers/vendors, crew, employees, or invitees.
28. **Default; City's Remedies.** Failure to adhere to the City's policies and best management practices can result in unsafe actions and environmentally harmful activities. When violations are observed by City staff, intentional or otherwise, work will be stopped until corrective measures are taken. If User fail to properly follow and adhere to these practices/policies and/or their agreement with the City, or fail to pay fees or charges for more than thirty (30) days after the due date, the City may exercise any available remedy, including without limitation one or more of the following: a) Terminate their User Agreement; b) Begin impoundment procedures per HCC 10.04.120 to have the vessel removed until the violation has been cured, or disposed of; c) Place a lien on the vessel per HCC 10.04.139 for towing, storage, costs of sale, attorney fees, any other charges incurred in connection with the impoundment, and charges for harbor services.
29. **No Waiver.** The failure of the City to insist upon strict performance of any provision of this Agreement, or to exercise any right or remedy available on a breach thereof, or the acceptance by the City of full or partial payments during the continuance of any breach, shall not constitute a waiver of any provision of this Agreement, and all provisions hereof shall continue in full force and effect. Nothing in this Agreement shall constitute a waiver by the City of its right to arrest any vessel to enforce a maritime lien, or any other right or remedy.
30. **Notices.** Billings and notices will be mailed to User's address as set forth herein. User shall notify the City in writing of an address change.
31. **Interpretations; Amendment.** Alaska law shall govern this Agreement. The invalidity of any provision of this Agreement shall not affect the validity of any other provision. This document, in concert with the Homer Marine Repair and Facility Best Management Practices and Policies constitutes the entire agreement of the parties. No amendment of this Agreement shall be valid unless in writing and signed by both parties.

-
- I accept full responsibility for my activities in the boatyard, and for the actions of my crew, workers, vendors and contractors.
 - I agree to have insurance covering the vessel, crew and persons working for me, as may be required by the terms and by the law.
 - I understand that there may be a security bond required in the amount estimated to dispose of the vessel should project failure or abandonment occur.
 - I accept and acknowledge that I have read and agree to the terms hereinabove and will abide by the Homer Marine Repair Facility Policies and Best Management Practices (BMP). I shall take precautions to prevent pollution to the air, ground and water. Should there be fees, fines, or cleanup required, I agree to pay such costs.

User: _____ Date: _____
(Signature) (Print)

Harbormaster Approval: _____ Date: _____

APPENDIX B

Vendor Agreement



City of Homer

www.cityofhomer-ak.gov

Port and Harbor

4311 Freight Dock Road

Homer, AK 99603

port@cityofhomer-ak.gov

(p) 907-235-3160

(f) 907-235-3152

HOMER MARINE REPAIR FACILITY VENDOR AGREEMENT

Business Info

Name of Business: _____ Work Phone: _____

Billing Address: _____

City: _____ State: _____ Zip: _____

Owner's Name: _____ Cell Phone: _____

E-Mail Address: _____

Manager's Name: _____ Cell Phone: _____

General Nature of Services to be Provided: _____

Documents

Documents (*Required)	Date	Staff Initials	Comments
<input type="checkbox"/> Alaska Business License*	_____	_____	_____
<input type="checkbox"/> Borough Sales Tax Certificate*	_____	_____	_____
<input type="checkbox"/> Proof of Insurance*	_____	_____	_____
<input type="checkbox"/> City as Additional Insured*	_____	_____	_____
<input type="checkbox"/> Proof of Worker's Comp*	_____	_____	_____
<input type="checkbox"/> Certification (if required)	_____	_____	_____
<input type="checkbox"/> Certification (if required)	_____	_____	_____
<input type="checkbox"/> BMP Provided to Vendor*	_____	_____	_____
<input type="checkbox"/> Harbormaster's Approval*	_____	_____	_____

Acknowledgement & Approval

I accept and acknowledge that I have read and agree to the terms on page 2 and 3, and will abide by the Homer Marine Repair Facility Policies and Best Management Practices (BMP). I shall take precautions to prevent pollution to the air, ground and water. Should there be fees, fines, or cleanup required, I agree to pay such costs.

- ✓ I will abide by OSHA safety rules and regulations pertaining to my trade(s).
- ✓ I accept full responsibility for my activities in the boatyard and for the actions of my workers.
- ✓ I agree to have insurance covering my workmanship employees, as may be required by the terms and by the law.
- ✓ I understand that the name of my business will be available to boatyard users.

Vendor: _____ Date: _____
(Signature) (Print)

Harbormaster Approval: _____ Date: _____

HOMER MARINE REPAIR FACILITY VENDOR TERMS & CONDITIONS

1. **The City agrees** to provide contractors, service providers, and vendors the opportunity to work in the Marine Repair Facility under a Vendor Agreement, of which will place vendors on the Approved Vendor List. The list shall be available on the City of Homer's website and given to all vessel owners utilizing the facility.
2. **Responsibility.** The City does not accept the vessel, its tackle, fixtures, equipment, gear, or furnishings for storage or safekeeping belonging to either the owner or vendor. Nor does the City accept any responsibility for vendor supplies, their laborers/employees, equipment, and personnel that the vessel owner may organize or contract. The City shall not be responsible for lost fishing time, or any other lost time to the vessel, while it is hauled out or on the City-owned tidelands/beaches.
3. **Policy Compliance:** Vendors agree to comply with the City of Homer's (referred herein as City) Marine Repair Facility policies and Best Management Practices (BMPs). A copy shall be provided when services are scheduled.
4. **Operational Structure.** The Homer Marine Repair Facility is being managed as an "Open Yard" facility, meaning that the vessel owner is responsible for the actual work being performed on their vessel. The City is simply facilitating the opportunity for haul-out and uplands use, and are not responsible for the finished product. This management structure gives the vessel owner the opportunity to manage their project from start-to-finish, contracting with vendors from the Approved Vendor List (provided by the City), or by using their own crew to make the repairs necessary for vessel maintenance.
5. **Vendors & Service Providers.** Contracting for all services to the vessel while it is in the boatyard, and payment for those services, is the sole responsibility of the vessel owner. Persons providing services to a vessel in the boatyard ("Vendors") must be on the City's approved vendor list. To qualify for the list, the following documents must be on file along with payment of fees: Certificate of Insurance, Alaska business license, registration for city sales tax, and professional certifications for the named trades. Vendors must abide by OSHA safety rules and regulations pertaining to their trade.
6. **Security:** Vendors and vessel owners are responsible for the security of their property. Other than random patrols of the boatyard, harbor staff will not be present during non-business hours.
7. **Insurance:** Vendors must have on-file with the City a current certificate of insurance to cover all of the services to be provided. All vendors must carry a minimum of \$1,000,000 per incident and \$2,000,000 in aggregate liability insurance and the City must be included as additional insured. Copies of the insurance policy must be on file with the Harbor Office before work may begin. Vendors must provide proof of longshore and harbor worker, workman's compensation insurance, or proof that such coverage is waived.
8. **Scheduling:** Vendors must plan to work within the vessel-owner's scheduled boatyard time.
9. **Dry Dockage:** The City shall designate a dry moorage area within the boatyard for each vessel. Vendors may work within the vessel's designated dry moorage area. Additional space may be rented from the City if available. Rates are published in the City's Terminal Tariff.
10. **Charges:** To remain on the list, every year vendors must complete the Vendor Agreement with the City and pay an annual fee before providing services. In the circumstance that a vendor is being hired to provide services during a one-time job, but is not on the Approved Vendor List, the vendor must complete the Vendor Agreement, provide the required documents, and opt to pay the "one-time" vendor fee instead of the annual fee. Rates are published in the City's Terminal Tariff. All charges are payable to the Homer Harbor Office.
11. **Tarps.** Ground cover tarps must be placed under every vessel prior to blocking, and cover the ground under the entire vessel plus a 10 foot parameter. They must remain in place and shall be kept clean (daily) of all hazmat, paint chips, etc. Ground cover tarps will be protected during welding by placing protective welding mats in the affected areas.
12. **Ladders/Scaffolding.** Vendors will provide their own ladders and scaffolding. Vendor and/or vessel owner assumes all risk when utilizing ladders and scaffolding.
13. **PPE:** Vendor and/or vessel owner shall insure that personal protective equipment and clothing will be provided and worn as appropriate to each task.
14. **Sanding, Grinding, & Scraping.** Open air sanding, grinding and scraping are prohibited unless dustless systems are employed or the vessel is tented and properly vented/filtered. These precautions are to prevent escapement of airborne particulates from the vessel and soil contamination.
15. **Pressure Washing:** The Homer Marine Repair Facility does not allow pressure washing.
16. **Disposal of Waste & Hazmat.** See the City's Marine Repair Facility policies and Best Management Practices (BMPs), and/or ask staff for details for proper disposal methods and locations.
17. **Spills & Cleanup.** The Vendor/vessel owner must immediately report any spills to the Harbor Office, NRC, DEC, and U.S. Coast Guard MSD. Failure to report can result in fines.
18. **Welding/Hotworks:** Vendors contracted to weld must be certified, licensed, and insured. All persons, including the vessel owner, crewmembers, and vendors must follow all standard welding practices per OSHA regulations. Fire guards and protective measures must be in place during all welding and cutting activities. There will be no open flames (other than welding or cutting torches) and no open burning. For every welder working, each must have a person on fire watch with fire extinguisher near them. Atmospheric testing for enclosed areas shall be done when appropriate. Arc shields shall be used as appropriate and required.

19. **Storm Events:** The Vendor/vessel owner are solely responsible to take emergency measures to secure the vessel, or anything that may become airborne during a windstorm event to prevent damage/injuries caused by airborne debris from their vessel and/or dry storage location.
20. **Materials, Structures & Equipment.** Necessary materials should be on hand before each haul-out. Arrangements for storage of materials must be coordinated with the Harbormaster. Users and vendors may bring in vehicles, trailers, or set up temporary structures that fit within the dry storage site of their vessel. Unless otherwise approved, the structures must be removed after the vessel is launched. Mobile homes, travel trailers, or RVs will not be allowed without approval. If the project requires more space for project lay-down, space will be provided as available and charges will reflect actual square foot usage.
21. **Alcohol/Drug-Use in Facility:** No alcohol or drugs shall be consumed/allowed in the boatyard or aboard vessels in the boatyard.
22. **Fires:** No open fires are permitted aboard vessels or in the boatyard.
23. **Children:** Children, under the age of 12, must be accompanied by an adult at all times.
24. **Pets:** All animals must be leashed and cleaned up after per Homer City Code.
25. **Live-a-boards:** No one will live aboard a vessel in dry moorage without consent of the Harbormaster.
26. **Liability:** The City shall not be liable for death or injury to persons, or damage to property, upon the vessel, yard facilities or premises adjacent thereto arising from any cause other than the willful misconduct of the City. Vendors shall indemnify and hold the City and its officers and employees harmless from all claims for death or injury to persons, or damage to property, arising from their acts or omissions, their agents, service providers/vendors, crew, employees, or invitees.
27. **Refusal of Service/Access:** The City reserves the right to refuse access to Vendors that: (a) do not have a current Alaska Business License, (b) fail to register for, collect, and remit sales tax, (c) lack sufficient insurance, (d) fail to comply with the City's Marine Repair Facility policies and Best Management Practices (BMPs), or (e) fail to comply with safety practices.
28. **Default in Compliance; City's Remedies:** Failure to adhere to the City's policies and best management practices can result in unsafe actions and environmentally harmful activities. When violations are observed by City staff, intentional or otherwise, work will be stopped until corrective measures are taken. If Vendor fails to properly follow and adhere to these practices/policies and/or their agreement with the City, or fail to pay fees or charges for more than thirty (30) days after the due date, the City may exercise any available remedy, including without limitation to terminate their Vendor Agreement.
29. **No Waiver:** The failure of the City to insist upon strict performance of any provision of this agreement, or to exercise any right or remedy available on a breach thereof, or the acceptance by the City of full or partial payments during the continuance of any breach, shall not constitute a waiver of any provision of this agreement, and all provisions hereof shall continue in full force and effect. Nothing in this agreement shall constitute a waiver by the City of its right to arrest any vessel to enforce a maritime lien, or any other right or remedy.
30. **Notices.** Billings and notices will be mailed to User's address as set forth herein. User shall notify the City in writing of an address change.
31. **Interpretations; Amendment:** Alaska Law shall govern this agreement. The invalidity of any provision of this agreement shall not affect the validity of any other provision. This document, in concert with the Homer Marine Repair and Facility Best Management Practices and Policies constitutes the entire agreement of the parties. No amendment of this Agreement shall be valid unless in writing and signed by both parties.

I accept and acknowledge that I have read and agree to the terms on page 2 and 3 and will abide by the Homer Marine Repair Facility Policies and Best Management Practices (BMP). I shall take precautions to prevent pollution to the air, ground and water. Should there be fees, fines, or cleanup required, I agree to pay such costs.

- I will abide by OSHA safety rules and regulations pertaining to my trade(s).
- I accept full responsibility for my activities in the boatyard and for the actions of my workers.
- I agree to have insurance covering my workmanship employees, as may be required by the terms and by the law.
- I understand that the name of my business will be available to boatyard users.

Vendor Initials:_____ Date:_____

APPENDIX C

Work Plan Sample

APPENDIX D

Fee Schedule

APPENDIX E

Haul-Out & Launch Estimate Worksheet

APPENDIX F

Facility Overview

Port & Harbor Monthly Statistical & Performance Report

For the Month of: **June 2015**

<u>Moorage Sales</u>	<u>2015</u>	<u>2014</u>	<u>Stall Wait List</u>		
Daily Transient	611	605	No. on list at Month's End	<u>2015</u>	<u>2014</u>
Monthly Transient	286	307	18' Stall	n/a	0
Semi-Annual Transient	3	6	20' Stall	2	5
Annual Transient	5	8	24' Stall	35	22
Annual Reserved	1	5	32' Stall	53	41
			40' Stall	23	27
			50' Stall	26	21
			60' Stall	3	n/a
<u>Grid Usage</u>			75' Stall	2	8
1 Unit = 1 Grid Tide Use	<u>2015</u>	<u>2014</u>	Total:	144	124
Wood Grid	49	67			
Steel Grid	7	9			
			<u>Docking & Beach/Barge Use</u>		
<u>Services & Incidents</u>	<u>2015</u>	<u>2014</u>	1 Unit = 1 or 1/2 Day Use	<u>2015</u>	<u>2014</u>
Vessels Towed	1	5	Deep Water Dock	36	42
Vessels Moved	38	19	Pioneer Dock	24	35
Vessels Pumped	4	4	Beach Landings	13	9
Vessels Sunk	0	1	Barge Ramp	9	18
Vessel Accidents	3	0			
Vessel Impounds	0	0			
Equipment Impounds	9	10	<u>Marine Repair Facility</u>	<u>2015</u>	<u>2014</u>
Vehicle Impounds	1	0	Vessels Hauled-Out	0	n/a
Property Damage	5	0	Year to Date Total	2	n/a
Pollution Incident	11	6			
Fires Reported/Assists	0	0			
EMT Assists	6	7	<u>Wharfage (in short tons)</u>		
Police Assists	7	7	In Tons, Converted from Lb./Gal.	<u>2015</u>	<u>2014</u>
Public Assists	43	25	Seafood	177	366
Thefts Reported	3	1	Cargo/Other	924	1,375
			Fuel	70,576	80,860
<u>Parking Passes</u>	<u>2015</u>	<u>2014</u>			
Long-term Pass	17	12	<u>Ice Sales</u>	<u>2015</u>	<u>2014</u>
Monthly Long-term Pass	14	16	For the Month of June	283	301
Seasonal Pass	0	3			
			Year to Date Total	695	955
<u>Crane Hours</u>	<u>2015</u>	<u>2014</u>	<u>Difference between</u>		
	277	303.4	<u>2014 YTD and 2015 YTD:</u>	260 tons less	

WEEKLY CRANE TIME / TONS OF ICE
City of Homer - Fish Dock 2015

Date From	Date To	Crane Hours (Weekly)	YTD Crane	Tons of Ice (Weekly)	YTD Ice
12/30/2013	1/4/2015	5.6	5.6	shut down for maintenance	
1/6/2014	1/11/2015	15	20.6	shut down for maintenance	
1/13/2014	1/18/2015	15.4	36	shut down for maintenance	
1/20/2014	1/25/2015	22	58	shut down for maintenance	
1/27/2014	2/1/2015	12.9	70.9	shut down for maintenance	
2/3/2014	2/8/2015	21.3	92.2	shut down for maintenance	
2/10/2014	2/15/2015	23.4	115.6	shut down for maintenance	
2/17/2014	2/22/2015	15.3	130.9	shut down for maintenance	
2/24/2014	3/1/2015	40.8	171.7	shut down for maintenance	
3/3/2014	3/8/2015	16.3	188	shut down for maintenance	
3/10/2014	3/15/2015	11.6	199.6	1	1
3/17/2014	3/22/2015	39.7	239.3	5	6
3/24/2014	3/29/2015	39	278.3	14	20
3/31/2014	4/5/2015	51.3	329.6	27	47
4/7/2014	4/12/2015	38.3	367.9	6	53
4/14/2014	4/19/2015	45.7	413.6	5	58
4/21/2014	4/26/2015	30.7	444.3	62	120
4/28/2014	5/3/2015	53.4	497.7	38	158
5/5/2014	5/10/2015	58.1	555.8	72	230
5/12/2014	5/17/2015	60.6	616.4	63	293
5/19/2014	5/24/2015	55.7	672.1	75	368
5/26/2014	5/31/2015	71.5	743.6	44	412
6/2/2014	6/7/2015	52	795.6	54	466
6/9/2014	6/14/2015	61.5	857.1	51	517
6/16/2014	6/21/2015	81.8	938.9	100	617
6/23/2014	6/28/2015	81.7	1020.6	78	695
6/30/2014	7/5/2015	84.3	1104.9	43	738
7/7/2014	7/12/2015	104.7	1209.6	96	834
7/14/2014	7/19/2015				
7/21/2014	7/26/2015				
7/28/2014	8/2/2015				
8/4/2014	8/9/2015				
8/11/2014	8/16/2015				
8/18/2014	8/23/2015				
8/25/2014	8/30/2015				
9/1/2014	9/6/2015				
9/8/2014	9/13/2015				
9/15/2014	9/20/2015				
9/22/2014	9/27/2015				
9/29/2014	10/4/2015				
10/6/2014	10/11/2015				
10/13/2014	10/18/2015				
10/20/2014	10/25/2015				
10/27/2014	11/1/2015				
11/3/2014	11/8/2015				
11/10/2014	11/15/2015				
11/17/2014	11/22/2015			shut down for maintenance	
11/24/2014	11/29/2015			shut down for maintenance	
12/1/2014	12/6/2015			shut down for maintenance	
12/8/2014	12/13/2015			shut down for maintenance	
12/15/2014	12/20/2015			shut down for maintenance	
12/22/2014	12/27/2015			shut down for maintenance	
	1/3/2016			shut down for maintenance	

Deep Water Dock 2015

Date	Vessel	LOA	Times	Billed	\$ Dock	Srv Chg
1/2	Discovery INSIDE	183	0730/1800	Ocean Marine	\$253.00	na
1/7	Perseverance	189	0130/	Cispri	\$506.00	\$52.00
1/8	Perseverance	189		Cispri	\$506.00	
1/8	Discovery INSIDE	183	0830/1000	Ocean Marine	\$84.30	na
1/9	Perseverance	189	/1530	Cispri	\$506.00	
1/9	Discovery INSIDE	183	1000/1330	Ocean Marine	\$84.30	na
1/13	Discovery INSIDE	183	1230/1315	Ocean Marine	\$84.30	na
1/14	Discovery INSIDE	183	0945/1145	Ocean Marine	\$84.30	na
1/15	Discovery INSIDE	183	0900/	Ocean Marine	\$506.00	na
1/16	Discovery INSIDE	183	/1310	Ocean Marine	\$506.00	
1/16	Pacific Wolf & DBL 54	395	0815/	Kirby Offshor	\$1,206.00	\$52.00
1/17	Pacific Wolf & DBL 54	395		Kirby Offshor	\$1,206.00	
1/18	Pacific Wolf & DBL 54	395		Kirby Offshor	\$1,206.00	
1/19	Pacific Wolf & DBL 54	395	/1530	Kirby Offshor	\$1,206.00	
1/22	Discovery	183	0800/0830	Ocean Marine	\$84.30	na
1/23	Discovery	183	1030/1545	Ocean Marine	\$253.00	na
1/29	Barge 141	300	1330/1430	Cispri	\$788.00	\$52.00
1/30	Discovery INSIDE	183	0735/1315	Ocean Marine	\$253.00	na
2/5	Tustumena	296	0740/1150	St of AK	\$788.00	\$52.00
2/5	Tustumena	296	1630/2130	St of AK	\$788.00	\$52.00
2/5	Discovery INSIDE	183	0750/0840	Ocean Marine	\$84.33	n/a
2/6	Discovery	183	1200/1430	Ocean Marine	\$506.00	\$52.00
2/8	Tustumena	296	1415/1715	St of AK	\$788.00	\$52.00
2/8	Tustumena	296	2100/2330	St of AK	\$788.00	\$52.00
2/10	Tustumena	296	1100/1500	St of AK	\$788.00	\$52.00
2/10	Tustumena	296	2100/2330	St of AK	\$788.00	\$52.00
2/12	Pacific Wolf & DBL 54	395	0015/	Kirby Offshor	\$1,206.00	\$52.00
2/13	Pacific Wolf & DBL 54	395	/1600	Kirby Offshor	\$1,206.00	\$52.00
2/13	Discovery INSIDE	183	0750/1430	Ocean Marine	\$253.00	n/a
2/15	Tustumena	296	1900/2245	St of AK	\$788.00	\$52.00
2/18	Pacific Wolf & DBL 54	395	0735/1215	Kirby Offshor	\$1,206.00	\$52.00
2/19	Discovery INSIDE	183	0800/0930	Ocean Marine	\$84.33	n/a
2/20	Discovery	183	0835/1130	Ocean Marine	\$506.00	\$52.00
2/25	Endeavor INSIDE	181	0700/	CISPRI	\$506.00	n/a
2/26	Endeavor INSIDE	181		CISPRI	\$506.00	n/a
2/26	Guardian	99	1000/1600	Gordon Giles	\$338.00	\$52.00
2/27	Perseverance	207		Cispri	\$788.00	\$52.00
2/27	Endeavor	181		Cispri	\$506.00	
2/27	Discovery	183	0745/1300	Ocean Marine	\$84.30	na
2/28	Perseverance	207	/0700	Cispri	\$788.00	
2/28	Endeavor INSIDE	181	/0900	Cispri	\$253.00	
3/1	Pacific Wolf & DBL 54	395	0800/1835	Kirby Offshore	\$1,206.00	\$52.00
3/5	Discovery	183	0715/0830	Ocean Marine	\$84.30	na
3/6	Discovery INSIDE	183	0730/1300	Ocean Marine	\$253.00	na
3/13	Discovery	183	0745/1245	Ocean Marine	\$253.00	na
3/16	Perseverance	207	0830/	Cispri	\$788.00	\$52.00
3/17	Perseverance	207	/0900	Cispri	\$788.00	
3/19	Discovery	183	0800/0845	Ocean Marine	\$84.30	na
3/20	Discovery	183	0820/1330	Ocean Marine	\$253.00	na
3/21	Akemi INSIDE	95	1330/1600	Akemi Group	\$56.31	na
3/25	Endeavor INSIDE	181	0800/1830	Cispri	\$253.00	na
3/26	Endeavor INSIDE	181	0750/1800	Cispri	\$253.00	na
3/27	Perseverance	207	/1500	Cispri	\$788.00	\$52.00

Deep Water Dock 2015

3/27	Perseverance	207	1715/1845	Cispri	chrg above	
3/27	Discovery INSIDE	183	0700/1430	Ocean Marine	\$253.00	na
3/27	Endeavor INSIDE	181	1445/1745	Cispri	\$84.30	na
4/2	Sovereign	180	0745/1000	Ocean Marine	\$84.30	na
4/3	Endurance	207	2135/	Alyeska Pipe	\$788.00	\$52.00
4/3	Sovereign	180	0800/1515	Ocean Marine	\$253.00	na
4/4	Endurance	207	/1645	Alyeska Pipe	\$788.00	
4/8	Endurance	207	1230/	Alyeska Pipe	\$788.00	\$52.00
4/9	Endurance	207	/1215	Alyeska Pipe	\$788.00	
4/9	Perseverance INSIDE	207	0615/0830	Cispri	\$131.28	na
4/10	Sovereign INSIDE	180	0800/1300	Ocean Marine	\$253.00	na
4/10	Endurance INSIDE	207	/2230	Alyeska Pipe	\$394.00	na
4/11	Endeavor	181	0600/1630	Cispri	\$253.00	na
4/16	Akemi	95	0830/1015	Akemi Group	\$338.00	\$52.00
4/16	Responder Barge	175	1030/1600	Cispri	\$506.00	\$52.00
4/16	Endeavor	181	1800/	Cispri	\$506.00	\$52.00
4/16	Sovereign INSIDE	180	0715/0830	Ocean Marine	\$84.30	na
4/17	Endeavor	181	/1700	Cispri	\$506.00	
4/17	Sovereign INSIDE	180	0810/1315	Ocean Marine	\$253.00	na
4/18	Endeavor	181	1115/	Cispri	\$506.00	\$52.00
4/25	Sovereign INSIDE	180	0745/1230	Ocean Marine	\$253.00	na
4/25	Millennium Star INSIDE	105	1300/	Olympic Tug	\$253.00	na
4/26	Millennium Star Trestle	105		Olympic Tug	\$506.00	
4/27	Millennium Star Trestle	105		Olympic Tug	\$506.00	
4/28	Anna T	99	1415/	Amak Towing	\$338.00	\$52.00
4/28	Sovereign INSIDE	180	0730/1145	Ocean Marine	\$253.00	na
4/28	Millennium Star Trestle	105		Olympic Tug	\$506.00	
4/29	Anna T	99		Amak Towing	\$338.00	
4/29	Millennium Star	105	0900/	Olympic Tug	\$506.00	\$52.00
5/10	Millennium Star	105	1700/	Olympic Tug	\$506.00	\$52.00
5/11	Millennium Star	105		Olympic Tug	\$506.00	
5/11	Westward Wind INSIDE	160	1645/	SA Explor	\$253.00	na
5/11	Arctic Wolf INSIDE	129	2100/	AW Partners	\$84.30	na
5/12	Millennium Star	105		Olympic Tug	\$506.00	
5/12	Westward Wind INSIDE	160		SA Explor	\$506.00	
5/12	Arctic Wolf INSIDE	129	/0800	AW Partners	\$253.00	
5/13	Millennium Star	105		Olympic Tug	\$506.00	
5/13	Westward Wind INSIDE	160		SA Explor	\$506.00	
5/14	Millennium Star	105		Olympic Tug	\$506.00	
5/14	Westward Wind INSIDE	160		SA Explor	\$506.00	
5/15	Millennium Star	105	/1800	Olympic Tug	\$506.00	
5/15	Westward Wind INSIDE	160	/2030	SA Explor	\$506.00	
5/15	Arctic Wolf INSIDE	129	1330/2030	AW Partners	\$253.00	
5/16	Anna T	99	0300/	Amak	\$338.00	
5/16	Millennium Star	105	1030/1200	Olympic Tug	\$506.00	
5/16	Svenja	525	1330/	AK Maritime	\$1,996.00	\$52.00
5/17	Svenja	525	/1200	AK Maritime	\$1,996.00	
5/17	Jeffrey Foss	118	1245/1400	Foss Maritime	\$506.00	\$52.00
5/17	Anna T	99		Amak	\$338.00	
5/18	Anna T	99	/1130	Amak	\$338.00	
5/20	Millennium Star INSIDE	105	1400/1715	Olympic Tug	\$84.30	na
5/21	Jeffrey Foss	118	0100/1300	Foss Maritime	\$506.00	\$52.00
5/22	Resolve Pioneer	207	1115/	Resolve Marine	\$788.00	\$52.00
5/22	Millennium Star	105	0200/	Olympic Tug	\$506.00	\$52.00

Deep Water Dock 2015

5/23	Resolve Pioneer	207		Resolve Marine	\$788.00	
5/24	Resolve Pioneer	207		Resolve Marine	\$788.00	
5/25	Resolve Pioneer	207	/1900	Resolve Marine	\$788.00	
5/25	Jeffrey Foss INSIDE	118	0815/1030	Foss Maritime	\$84.30	na
5/26	Statendam	720	0900/1745	Holland Amer	\$5,119.00	\$481.53
5/27	Barge 455-8	400	1100/1750	Crowley	\$1,206.00	\$52.00
5/28	Resolve Pioneer	207	1300/	Resolve Marine	\$788.00	\$52.00
5/28	Millennium Star INSIDE	105	0900/1800	Olympic Tug	\$253.00	na
5/29	Resolve Pioneer	207		Resolve Marine	\$788.00	
5/30	Resolve Pioneer	207		Resolve Marine	\$788.00	
5/30	Millennium Star INSIDE	105	0940/	Olympic Tug	\$506.00	
5/31	Resolve Pioneer	207	/0900	Resolve Marine	\$788.00	
5/30	Millennium Star INSIDE	105		Olympic Tug	\$506.00	
6/1	Millennium Star INSIDE	105		Olympic Tug	\$506.00	
6/2	Millennium Star INSIDE	105	/1630	Olympic Tug	\$506.00	
6/2	Jeffrey Foss INSIDE	118	1900/2230	Foss Maritime	\$84.30	na
6/6	Sea Trader	278	0800/2100	Trident Seaf	\$788.00	\$52.00
6/6	Clean Ocean INSIDE	146	1300/	Metson	\$253.00	na
6/7	Clean Ocean INSIDE	146	/0520	Metson	\$253.00	
6/7	Jeffrey Foss INSIDE	118	1745/1945	Foss Maritime	\$84.30	na
6/9	Statendam	720	0900/1800	Holland Amer	\$5,119.00	\$481.53
6/10	Seacor Reliant	244	0500/1400	Seacorp World	\$788.00	\$52.00
6/10	Jeffrey Foss INSIDE	118	0630/0830	Rosalie Aikin	\$84.30	na
6/10	Millennium Star INSIDE	105	1700/2030	Olympic Tug	\$84.30	na
6/15	Discovery INSIDE	183	0515/1000	Ocean Marine	\$253.00	na
6/15	Jeffrey Foss INSIDE	118	1300/1635	Foss Maritime	\$84.30	na
6/19	Marika	750	0700/	Inchcape Ship	\$5,858.00	\$52.00
6/20	Marika	750		Inchcape Ship	\$5,858.00	
6/21	Marika	750		Inchcape Ship	\$5,858.00	
6/22	Marika	750		Inchcape Ship	\$5,858.00	
6/23	Marika	750	/0730	Inchcape Ship	\$5,858.00	
6/23	Statendam	720	0900/1745	Holland Amer	\$5,119.00	\$481.53
6/23	Marika	750	1915/2015	Inchcape Ship	chrg above	\$52.00
6/24	Jeffrey Foss	118	0700/1115	Foss Maritime	\$506.00	\$52.00
6/25	Minerva Antarctica	817	1645/	Inchcape Ship	\$7,459.00	\$52.00
6/26	Minerva Antarctica	817		Inchcape Ship	\$7,459.00	
6/27	Minerva Antarctica	817		Inchcape Ship	\$7,459.00	
6/28	Minerva Antarctica	817	/2300	Inchcape Ship	\$7,459.00	
07/16/15				Year to Date Totals:	\$140,369.95	\$3,628.59

Pioneer Dock 2015

Date	Vessel	LOA	Times	Billed	\$ Dock	Srv Chg
1/9	Pacific Wolf & DBL 55	395	0745/1320	Kirby Offshor	\$1,206.00	\$52.00
1/9	Discovery	183	1340/1530	Ocean Marine	\$506.00	\$52.00
1/9	Perseverance	189	1540/1920	Cispri	\$506.00	\$52.00
1/21	Bob Franco One Day per MC	120	2100/0730	Olympic Tug	\$506.00	\$52.00
1/30	Discovery	183	1330/1630	Ocean Marine	\$506.00	\$52.00
2/11	Pacific Wolf & 55	395	0730/2315	Kirby Offshore	\$1,206.00	\$52.00
2/17	Bob Franco	120	1215/1500	Olympic Tug	\$506.00	\$52.00
2/18	Discovery	183	1250/1415	Ocean Marine	\$506.00	\$52.00
2/27	Pacific Wolf & DBL 55	395	0700/1700	Kirby Offshore	\$1,206.00	\$52.00
3/13	Discovery	183	1310/1445	Ocean Marin	\$506.00	\$52.00
3/27	Pac Wolf & DBL 55	395	1000/1600	Kirby	\$1,206.00	\$52.00
3/28	Bob Franco	120	1040/1315	Olympic Tug	\$506.00	\$52.00
3/31	Sovereign	180	1220/1330	Ocean Marin	\$506.00	\$52.00
3/31	Gretchen H/Seabeck	262	1400/1630	Boyer Towing	\$788.00	\$52.00
4/1	Seabeck barge	262	/1700	Boyer Towing	\$788.00	
4/4	Pacific Wolf&DBL54	395	0145/2300	Kirby Offsho	\$1,206.00	\$52.00
4/6	Pacific Wolf&DBL54/55	395	1250/	Kirby Offsho	\$1,206.00	\$52.00
4/7	Pacific Wolf&DBL54/55	395	/0435	Kirby Offsho	\$1,206.00	
4/10	Pacific Wolf & DBL55	395	0715/1745	Kirby Offsho	\$1,206.00	\$52.00
4/10	Sovereign	180	1315/1600	Ocean Marine	\$506.00	\$52.00
4/11	Nunaniq	155	0900/1830	Northland	\$506.00	\$52.00
4/20	Perseverance	207	0400/1030	Cispri	\$788.00	\$52.00
4/24	Sovereign	180	0445/0645	Ocean Marine	\$506.00	\$52.00
4/24	Pacific Wolf & DBL55	395	0730/1940	Kirby Offsho	\$1,206.00	\$52.00
5/3	Millennium Star	105	0330/	Olympic Tug	\$506.00	\$52.00
5/4	Millennium Star	105		Olympic Tug	\$506.00	
5/5	Millennium Star	105		Olympic Tug	\$506.00	
5/6	Millennium Star	105	/1030	Olympic Tug	\$506.00	
5/6	Millennium Star	105	1630/	Olympic Tug	chrg above	\$52.00
5/7	Millennium Star	105		Olympic Tug	\$506.00	
5/8	Millennium Star	105	/1700	Olympic Tug	\$506.00	
5/8	Pacific Wolf&DBL 55	395	2400/1700	Kirby Offsho	\$1,206.00	\$52.00
5/9	Pacific Wolf&DBL 55	395	0735/1830	Kirby Offsho	\$1,206.00	\$52.00
5/26	Pacific Wolf&DBL 55	395	0700/1115	Kirby Offsho	\$1,206.00	\$52.00
5/29	Sam B & Barge LA B	234	0115/0315	Brice Marine	\$788.00	\$52.00
6/4	Pacific Wolf&DBL 55 (PO)	395	1315/2115	Kirby Offshor	\$1,206.00	\$52.00
6/5	Millennium Star	105	0001/	Olympic Tug	\$506.00	\$52.00
6/16	Bob Franco	120	1200/1500	Olympic Tug	\$506.00	\$52.00
6/22	Pacific Wolf&DBL 54 (PO)	395	0430/1730	Kirby Offshor	\$1,206.00	\$52.00
6/28	Pacific Wolf&DBL 54 (PO)	395	2115/	Kirby Offshor	\$1,206.00	\$52.00
07/16/15				Year to Date Totals:	\$31,362.00	\$1,716.00

Pioneer Dock 2015

Ferry Landings 2015

	Pioneer Dock	Deep Water Dock
January	8	0
February	17	7
March	7	0
April	6	0
May	18	
June	18	
July		
August		
September		
October		
November		
December		

Water Usage 2015

Pioneer Dock							Deep Water Dock						
Date	Vessel	Beg. Read	End Read	Gal.	Charged	Conx Fee	Date	Vessel	Beg. Read	End Read	Gal.	Charged	Conx Fee
1/8	Tustumena	2,685,000	2,688,800	3,800	\$ 194.05	\$ 102.00	1/2	Discovery	6,807,000	6,840,000	33,000	\$ 1,280.73	\$ 102.00
2/27	Pacific Wolf	371,000	374,300	3,300	\$ 194.05	\$ 102.00	1/8	Perseverance	6,840,000	6,862,000	22,000	\$ 853.82	\$ 102.00
3/1	Tustumena	2,688,800	2,694,500	5,700	\$ 221.22	\$ 102.00	1/9	Discovery	6,862,000	6,882,000	20,000	\$ 776.20	\$ 102.00
5/17	Tustumena	2,702,900	2,728,300	25,400	\$ 985.77	\$ 102.00	1/11	Bob Franco	6,882,000	6,884,000	2,000	\$ 194.05	\$ 102.00
5/26	Pacific Wolf	375,500	378,000	2,500	\$ 194.05	\$ 102.00	1/13	Discovery	6,884,000	6,917,800	33,800	\$ 1,311.78	\$ 102.00
6/4	Pacific Wolf	397,607	399,700	2,093	\$ 194.05	\$ 102.00	1/17	Pacific Wolf	6,917,800	6,919,000	1,200	\$ 194.05	\$ 102.00
6/13	Tustumena	2,835,200	2,848,200	13,000	\$ 504.53	\$ 102.00	1/23	Bob Franco	6,918,750	6,921,000	2,250	\$ 194.05	\$ 102.00
				-			1/23	Discovery	6,921,000	6,949,000	28,000	\$ 1,086.68	\$ 102.00
				-			1/30	Discovery	6,948,800	6,970,000	21,200	\$ 822.77	\$ 102.00
				-			2/8	Olympic Tug	6,970,000	6,973,350	3,350	\$ 194.05	\$ 102.00
				-			2/13	Ocean Marine	6,973,000	7,037,000	64,000	\$ 2,483.84	\$ 102.00
				-			2/17	Olympic Tug	7,036,760	7,039,450	2,690	\$ 194.05	\$ 102.00
				-			2/20	Ocean Marine	7,039,000	7,058,000	19,000	\$ 737.39	\$ 102.00
				-			2/25	CISPRI	7,058,000	7,115,800	57,800	\$ 2,243.22	\$ 102.00
				-			2/27	Perseverance	7,163,000	7,191,000	28,000	\$ 1,086.68	\$ 102.00
				-			2/27	Discovery	7,115,000	7,163,000	48,000	\$ 1,862.88	\$ 102.00
							3/4	Bob Franco	7,191,000	7,194,950	3,950	\$ 194.05	\$ 102.00
							3/6	Discovery	7,194,000	7,214,000	20,000	\$ 776.20	\$ 102.00
							3/13	Bob Franco	7,213,000	7,214,000	1,000	\$ 194.05	\$ 102.00
							3/20	Discovery	7,214,000	7,267,000	53,000	\$ 2,056.93	\$ 102.00
							3/21	Bob Franco	7,267,000	7,270,500	3,500	\$ 194.05	\$ 102.00
							3/27	Discovery	7,270,500	7,326,000	55,500	\$2,153.95	\$102.00
							3/31	Sovereign	7,326,000	7,405,000	79,000	\$ 3,065.99	\$ 102.00
							4/1	Bob Franco	7,405,000	7,406,500	1,500	\$ 194.05	\$ 102.00
							4/2	Sovereign	7,406,500	7,423,200	16,700	\$ 648.13	\$ 102.00
							4/3	Sovereign	7,423,000	7,435,000	12,000	\$ 465.72	\$ 102.00
							4/10	Sovereign	7,435,000	7,477,000	42,000	\$ 1,630.02	\$ 102.00
							4/17	Sovereign	7,477,000	7,515,600	38,600	\$ 1,498.07	\$ 102.00
							4/18	Bob Franco	7,515,600	7,518,600	3,000	\$ 194.05	\$ 102.00
							4/25	Sovereign	7,518,600	7,535,200	16,600	\$ 644.25	\$ 102.00
							4/25	Millennium Star	7,535,200	7,561,000	25,800	\$ 1,001.30	\$ 102.00
							4/28	Sovereign	7,561,000	7,580,000	19,000	\$ 737.39	\$ 102.00
							4/28	Millennium Star	7,580,000	7,581,000	1,000	\$ 194.05	\$ 102.00
							5/11	Millennium Star	7,597,000	7,599,000	2,000	\$ 194.05	\$ 102.00
							5/15	Westward Wind	7,600,800	7,619,400	18,600	\$ 721.87	\$ 102.00
							5/17	Svenja	7,619,000	7,675,000	56,000	\$ 2,173.36	\$ 102.00
							5/17	Jeffrey Foss	7,675,000	7,677,000	2,000	\$ 194.05	\$ 102.00
							5/21	Jeffrey Foss	7,677,000	7,680,760	3,760	\$ 194.05	\$ 102.00
							5/22	Millennium Star	7,680,000	7,689,200	9,200	\$ 357.05	\$ 102.00
							5/25	Jeffrey Foss	7,689,200	7,690,400	1,200	\$ 194.05	\$ 102.00
							5/27	Jeffrey Foss	7,696,000	7,697,900	1,900	\$ 194.05	\$ 102.00
							5/30	Resolve Pioneer	7,697,000	7,703,000	6,000	\$ 232.86	\$ 102.00
							6/2	Millennium Star	7,703,000	7,706,000	3,000	\$ 194.05	\$ 102.00
							6/2	Jeffrey Foss	7,706,000	7,707,500	1,500	\$ 194.05	\$ 102.00
							6/7	Jeffrey Foss	7,707,000	7,708,000	1,000	\$ 194.05	\$ 102.00
							6/9	WASH DOWN	7,708,000	7,712,000	4,000		
							6/10	Jeffrey Foss	7,712,000	7,713,000	1,000	\$ 194.05	\$ 102.00
							6/10	Millennium Star	7,713,000	7,717,450	4,450	\$ 194.05	\$ 102.00
							6/15	Jeffrey Foss	7,717,000	7,718,000	1,000	\$ 194.05	\$ 102.00
							6/16	Bob Franco	7,718,760	7,724,000	5,240	\$ 202.59	\$ 102.00
							6/22	WASH DOWN	7,727,000	7,729,000	2,000		
							6/23	WASH DOWN	7,729,000	7,731,000	2,000		
							6/24	Jeffrey Foss	7,731,000	7,734,000	3,000	\$ 194.05	\$ 102.00
							6/29	Bob Franco	7,733,750	7,736,750	3,000	\$ 194.05	\$ 102.00
											-		
Year to Date Totals:				55,793	\$ 2,487.72	\$ 714.00	Year to Date Totals:				910,290	\$ 37,568.87	\$ 5,202.00
Notes:							Notes:						
Washing down dock results in missing begin/end reads							Washing down dock results in missing begin/end reads						
\$194.05 Min Charge							\$194.05 Min Charge						
\$102.00 CONX							\$102.00 CONX						



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SECTIONS

Environment

Abandoned vessels litter Alaska's shorelines while officials work on a fix

Lisa Demer | July 4, 2015

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PLAY

Photos: Abandoned barges in Steamboat


The Department of Natural Resources says most of the vessels lining Steamboat Slough near Bethel, Alaska, as shown on Tuesday, June 23, 2015, are derelict or abandoned vessels and must be moved or get permission to rest on state-owned shorelands.


Lisa Demer / ADN

BETHEL -- Rusting relics of industry gone by cut into the banks of a well-traveled slough off the

Kuskokwim River, oozing fuel and gradually disintegrating -- a decaying steamboat here, abandoned barges there, even a dismantled tug.

The mess in Steamboat Slough, just a quick boat ride from the Southwest Alaska hub of Bethel, is both menacing and ghostly.

 Members of Congress asked the General Accounting Office to take a fresh look at abandoned and derelict vessels.

 Alaska's Abandoned and Derelict Vessel Task Force says the problem is big and fixes are hard.

It's an enormous problem, but according to those involved, it remains frustratingly hard to fix. Weak state laws, difficulties with vessel owners, limited jurisdictions and pinched public budgets hamper the effort.

The cost of removing the hundreds of abandoned and derelict vessels littering shorelands around the state is easily in the tens of millions of dollars, say members of a task force trying to turn around the situation.

"Whether that is barges in the Bethel area in Steamboat Slough or fishing vessels in Port Lions on Kodiak Island, or Port Graham in Southeast, if you have this large vessel that may not be seaworthy or may not be economically viable anymore, what do you do with it?" said Steve Russell, interagency coordinator for the state Department of Environmental Conservation and part of the task force. "The answer in the past was you go to X area and just leave it."

In Southeast Alaska, state officials are concerned about renegade float-houses that, far from being abandoned, are people's homes. Some are elaborate and massive structures with satellite dishes and gardens. Yet most float-house residents have failed to secure or even seek necessary permits to park on state shorelands and some are in disrepair and in danger of sinking, according to the state Department of Natural Resources.

Near Bethel, fish camps with drying racks for strips of salmon dot the uplands on both sides of Steamboat Slough, some just a stone's throw from rotting vessels and debris. One barge that sank in the channel two years ago poses year-round danger and is blamed for a December 2013 four-wheeler crash that cost a man almost all his fingers from frostbite.

"A long time trying to get somebody to do something with those barges," said Barbara Anvil, whose Steamboat Slough fish camp is one of the bigger ones near the old vessel graveyard. "They come and they talk to us about it and then that's about it."

A national situation

While some coastal states, including Washington, have comprehensive programs and laws to target derelict vessels, Alaska -- with far more coastline than any other state -- just now is trying to find the best approach.

Officials struggle even to learn who is responsible for a sunken heap. Alaska has no vessel title system to track ownership, unlike with cars, though vessels are supposed to be registered. Other than for vessels posing the biggest risk, such as oil tankers, the state doesn't require vessels to have pollution insurance, hull insurance, or liability insurance. The state requires no protections for buyers, such as inspections for seaworthiness.

Anyone can sell a timeworn heap with a contract written on a napkin in a bar for \$1, and as long as they keep the napkin as proof of sale, they have shed themselves of responsibility if it sinks the next day, Russell said.

"You don't have to be licensed. You don't have to have insurance. You don't have to have anything except certain safety gear, life jackets and survival suits," he said.

The situation is worsening as the vessel fleet here ages, said Wyn Menefee, operations chief for the state Division of Mining, Land and Water.

The lack of strong legislation "makes it pretty easy for people to dispose of vessels in state waters and state lands," Menefee said. "That's not good for the state of Alaska. That's not good for the people."

The issue extends beyond Alaska. A 1992 report by the Government Accounting Office -- the watchdog arm of Congress now known as the Government Accountability Office -- identified derelict and abandoned vessels as "a significant threat to the environment and coastal economies" and recommended solutions, according to a letter sent three weeks ago by 22 members of Congress, including Alaska's three-member delegation, to the GAO.

"Yet some twenty years later, derelict vessels continue to impact our economies, and our environment," the letter said.

"We got the study, and that was a long time ago," said Sen. Lisa Murkowski. "You raise attention to the matter, but what has been done with it?"

Little, if anything, so far. The congressional members in their letter asked the GAO for a new study to document the scale of the problem, the costs and the response.

How many vessels?

In Alaska, different agencies have created their own spreadsheets and mini-databases of derelicts, all with different counts and all incomplete.

The Department of Natural Resources has identified 160 derelicts awaiting removal. And the backlog keeps growing, Menefee said.

"That's just ones we have in our internal tracking and it's not a very good tracking system," he said.

DNR is working to create a centralized system.

"We're trying to create a database that's accessible to the Coast Guard, DEC, Corps of Engineers, harbormasters, so we are all working on the same sheet of music," Menefee said.

Two old wooden fishing boats in disrepair that sank near Homer on Christmas 2012 were the catalyst for action, though harbormasters and port administrators had been working on the issue for a few years, said Rachel Lord, clean water program director for the environmental group Cook Inletkeeper.

The Leading Lady and the Kupreanof went down after a heavy snowfall in a spot near Kachemak

Bay's prized oyster farms, Lord said. Leaking fuel and lube oils created a sheen, the DEC said in a report at the time.

The U.S. Coast Guard contracted for the old boats to be raised and the fuel to be removed. But once the pollution threat was over, the Coast Guard was done.

Ownership of the fishing boats turned out to be tangled and the process for dealing with them moved in fits and starts.

A year and a half after the sinking, the state paid for one vessel to be demolished. The other was repossessed by the previous owner, who repaid DNR some of its costs, according to a task force case study report. But the Coast Guard never was reimbursed for a bill that Russell said was in the range of \$350,000.

The Legislature in 2013 took up the matter of derelicts for the first time in decades, pushed by state Rep. Paul Seaton, a Republican from Homer with a signature fisherman's cap. The bill passed that year was a first step, Lord said. It extended authority to deal with abandoned and derelict vessels beyond the Department of Transportation to other state agencies as well as municipalities.

The task force, which includes representatives of state and federal agencies, along with the nonprofit environmental group Cook Inletkeeper, started work last year. At a June meeting, Bethel's tribe caught the group's attention with a compelling video of Steamboat Slough to support its pitch for action, Lord said. A comprehensive fix will take time, task force members said.

The group is working on a package of recommendations, but it probably won't be ready until fall 2016, in time for the 2017 legislative session, Menefee said.

Fractured response

As it is, a host of state and federal agencies deal with derelict vessels. Roles are fragmented and none have been able to rid Steamboat Slough of its mess or even the single sunken barge in the navigation channel.

The Coast Guard may take charge to remove fuel or other pollution sources and may mark hazards or issue notices to warn mariners. But it generally doesn't remove vessels, said Cmdr. Hector Cintron, chief of prevention for the Coast Guard area that includes Western Alaska.

The Army Corps of Engineers has some authority to remove derelicts, but it puts priority on cases in which a vessel is blocking navigation in a channel that the Corps dredges, said Julie Anderson, chief of operations for the Corps Alaska district.

And even at that, "if you can maneuver around the obstruction, the Corps doesn't consider it blocking navigation, so we wouldn't be authorized to spend funds on something like that," she said.

DEC can order companies to clean up pollution, and did so in 2013 in the case of a tugboat in Steamboat Slough. The owner, Faulkner Walsh Constructors, removed the deck house, machinery and fuel lines. But it left the hull on the shore, Russell said.

The state agency with direct authority for managing shorelines is DNR, which can seize a vessel left

there without permission. But it can't directly fine an owner or bring criminal charges for failing to move a vessel off tidal lands, Menefee said. However, the state can prosecute under criminal or civil trespass laws, he said.

DNR also has no budget for disposing of derelicts, he said. Most are too far gone to salvage for scrap metal or parts. Small coastal communities don't have landfill space for them.

"Do we have the ability to deal with them, as in seize them? Yes," Menefee said. "Do we have the ability to actually do something with them? That's a bigger question. That's the more challenging one."

At a community meeting last year, Bethel residents told authorities they were fed up. Bethel's tribe, Orutsarmiut Native Council, has made cleaning up Steamboat Slough and other nearby vessel graveyards a priority and is working with government agencies and fish camp residents. Bethel Native Corp. has been pushing for action too. It owns land up the slough from the wreckage where dozens of people have fish camps.

"Imagine how much junk is in the bottom of the slough where all these barges are. It's just horrible to think about," said Rose Kalistook, who runs the tribe's environmental program.

The sunken barge is changing the flow of water, said Curtis Mann, a tribal environmental worker.

Rusted hulls

Last August, DNR posted trespass notices on 33 abandoned and derelict vessels in the Bethel area, including 21 in Steamboat Slough. It wasn't able to reach two more. The notices gave owners 90 days to either move the vessels or seek permission to legally dock there, said Jusdi McDonald, a natural resource manager at DNR.

But most of the hulks are still there, Menefee said.

Two parties hit with trespass notices have come forward to seek permission, as did another shipping company that may want to park vessels on state shoreland in the future, according to DNR.

The company that DNR says is responsible for more Bethel-area abandoned or derelict vessels than anyone, Faulkner Walsh Constructors, applied for a land-use permit in late June to park seven barges in Steamboat Slough -- just days after Alaska Dispatch News asked about the issue, Menefee said.

Harry Faulkner Jr., an owner of the company, said in an interview before applying for that permit that his vessels were neither derelict nor abandoned. He said he had permission from a private land owner to park four barges, the dismantled tug hull, and two Flexifloats (a brand of modular barge), and asserted that he didn't need state permission. One large gravel barge, the Delta Viking, "is parked until the economy comes back," he said. Another was used to harvest fish when a commercial salmon processor operated in Bethel.

DNR said the vessels are on state-owned shorelands.

Asked what prompted him to apply for permits, Faulkner said in a follow-up email that the company meant to do so earlier but someone in Anchorage failed to send in the paperwork.

DNR can give permission for a vessel to use state shorelands for up to five years. It evaluates each application in terms of public interest and also will give the Bethel community, including fish camp owners, an opportunity to comment, Menefee said. The process can take months. The state can require a bond and reclamation plans.

"It's not a slam dunk that he applied; he's good," Menefee said.

As to the barge, known as Schenk's Ark, sunk in the channel since the spring of 2013, Faulkner said that's not his. He said he only leased it in 2012 and moored it when he was done.

"It didn't sink until the following spring," when the moorings came loose, he said.

Faulkner said he tried to refloat the barge, but he maintains that the owner, David Ausdahl, was responsible, not him. Efforts to reach Ausdahl were unsuccessful.

"Out of the goodness of my company's heart, we went up there for two weeks and tried to raise this barge. And we were not capable of lifting that barge," Faulkner said.

DNR says that it holds both the owner and the operator responsible. "The disagreement between the two regarding liability has been a main reason for non-response," the task force case study report said.

Meanwhile, DNR still is considering whether to approve permits for the other two applications, from Alaska Logistics and Crowley -- which didn't receive a trespass notice but is interested in parking vessels on state shorelands near Bethel in the future, McDonald said.

'Constant pressure'

Earlier this year, the steel-hulled fishing vessel Savannah Ray grounded off Kodiak Island, carrying 25,000 pounds of cod and 2,300 gallons of diesel. The fuel and other pollutants were removed.

"Twenty-five, 30 years ago, all parties would have just left the vessel there," DEC's Russell said. But with the push to address derelicts, that wreck is being removed from its resting spot on tiny Long Island, he said. "It took constant pressure by the agencies to ensure that that vessel was removed."

The owner, Russell said, had insurance.

A small sailboat found sunk on state tidelands near Juneau in 2010 was seen in the same spot in an inspection four years later, covered in marine growth, the case study report said. The owner was living in a homeless shelter and had no money.

"When reminded of his pledge to remove vessel in pieces he said he had become depressed and couldn't bring himself to return to the site," the report said.

A DNR manager said the agency didn't have the \$6,800 it would cost to remove the St. Harold and dump it at the landfill, according to the case study.

Contact [Lisa Demer](#) at LDemer@adn.com or on [Twitter](#)



SECTIONS

Environment

Washington state solution for derelict vessels may be a model for Alaska

Lisa Demer | July 4, 2015

Like 247 8+1 0

Alaskans trying to clean up the wreckage of abandoned vessels are looking to Washington state.

Washington's program began with legislation in 2002 and since has been strengthened. A \$3 surcharge on recreational boat registration fees and \$5 for visiting vessels goes toward the program, as do special appropriations to deal with the backlog of abandoned boats and barges. A fee on commercial vessels was added in January, according to Melissa Ferris, manager of [Washington's derelict vessel removal program](#).

For a two-year period ending June 30, the Washington budget for the program was \$7.3 million, and 100 problem vessels either have been removed or the work is in progress.

In Washington, state agencies, ports and local governments can apply to get up to 90 percent of the removal cost reimbursed, though they look first to the vessel owner. Abandoning a vessel in Washington now is a misdemeanor crime.

But beyond cleanup, Washington tries to prevent the problem to begin with, according to Ferris. Under a trial program, owners can turn in vessels less than 45 feet long that are in disrepair. They won't be paid, but they won't be charged a disposal fee, either. Oregon and California have similar programs.

Another new twist requires sellers of vessels more than 65 feet long and more than 40 years old to provide an inspection and to demonstrate proof that the buyer has marine insurance. New boat owners can be charged with a crime for failing to have insurance.

In all, 580 vessels have been removed and another 140 are on the list as potentially abandoned, according to the Washington Department of Natural Resources.

Yet funding remains an issue, and removal of old commercial and military vessels is a particular challenge, Ferris said.

RELATED:

[Abandoned vessels litter Alaska's shorelines while officials work on a fix](#)

Contact [Lisa Demer](#) at LDemer@adn.com or on [Twitter](#)

2015 Homer City Council Meetings
Port & Harbor Advisory Commission Attendance

It is a goal of the Commission to have a member speak regularly to the City Council at council meetings. There is a special place on the council's agenda specifically for this. After the Council approves the consent agenda, there is a spot for visitors, and then agenda item number seven, announcements, reports from Commissions, the Borough, etc. That is when you would jump up and speak. If the mayor moves on to public hearings, you have waited too long! Typically if there is no visitor or special presentation, you would be talking within the first half hour (or less) of the Council meeting. The Regular meeting start time is 6:00 p.m.

Each commissioner is assigned a month and is responsible for attending one of the two council meetings, ***OR finding another commissioner to do it in their place*** if they will not be attending the meeting.

<u>Meeting Date</u>	<u>Commissioner</u>
January 12, 26	<u>Zimmerman</u>
February 9, 23	<u>Stockburger</u>
March 9, 23	<u>Hartley</u>
April 13, 27	<u>Donich</u>
May 11, 26 (Tuesday)	<u>Carroll</u>
June 8, 22	<u>Ulmer</u>
July 13, 27	<u>Howard</u>
August 10, 24	<u>Ulmer</u>
September 14, 28	<u>Hartley</u>
October 12, 26	<u>Zimmerman</u>
November 9, 23	<u>Donich</u>
December 14	<u>Stockburger</u>

Budget is given to department heads in July, August to return to city manager for first presentation to council on September.

Budget related council meetings, check schedule at that time: October, November, December

The regular December meeting is when the Budget is finally approved by City Council.

Any Special Meetings are usually schedule the first Monday of the month.

